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PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD 2023

AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

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2. Definitions

"Local Health District" means a Local Health District as specified in Schedule 1 of the *Health Services Act* 1997, and, for the purposes of this Award, will also include the Ambulance Service of NSW as described in section 76A of the said Act and also "Statutory Health Corporations" as specified in Schedule 2 of the said Act.

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

"Hospital" means any facility operated by a "Local Health District" as defined in this Award.

"Test case decision" means a decision made under Part 3 - National and State Decisions of Chapter 2 of the *Industrial Relations Act* 1996 or any other decision which the Industrial Relations Commission of New South Wales determines to be a test case having general application to awards in the State.

"Union" means any or all of the following organisations as the case may be:

Construction, Forestry, Mining and Energy Union (New South Wales Branch);

New South Wales Plumbers and Gasfitters Employees' Union;

Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (New South Wales Branch);

Electrical Trades Union of Australia (New South Wales Branch).

3. Classifications

"Bricklayer" means a person appointed as such who is employed on bricklaying or tuckpointing work.

"Carpenter" means a person appointed as such who is employed on carpentry work.

"Electrical Tradesperson" means a tradesperson, including an Electrician, in an electrical trade, which includes the following electrical trades:

"Electrical Fitter" means a tradesperson who is mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, and who in the course of their work applies electrical knowledge including the welding, fabrication, and erection of brackets and equipment associated with electrical installation work.

"Electrical Mechanic" means a tradesperson who is mainly engaged on electrical installation, repair and maintenance work including the welding, fabrication, and erection of brackets, and equipment associated with electrical installation work.

"Electrical Fitter and Assistant to Chief Engineer - Sydney Hospital" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer at Sydney Hospital.

"Electrical Fitter and Assistant to Chief Engineer - Other Hospitals" means a person appointed as such, who in addition to undertaking the duties of an Electrical Fitter, assists the Chief Engineer.

"Electrician in Charge of Generating Plant" means an electrician who has complete charge of the whole plant, including the prime mover and generator and is required to run the plant and maintain and attend to the installation generally.

"Plant Electrician" means a tradesperson who is an electrical mechanic or electrical fitter who has practically complete charge of the general maintenance, alteration and repair work of an installation and carries out the orders of an employer having no knowledge of the electrical trade and not carrying on any business in the trade as a partner or otherwise or carries out the orders of an employer's engineer or other officer who is not a practical electrician.

"Refrigeration and/or Air Conditioning Mechanic or Fitter" means a tradesperson who in the course of their work applies electrical trade experience and is mainly engaged on the installation, repair, and maintenance work in connection with electrically operated refrigeration and/or air conditioning units.

"Electrical Instrument Fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or scientific electrical instruments.

"Fitter" means a person appointed as such who is a tradesperson of one or more of the following classes: mechanical fitter, pipe fitter on refrigeration work and/or high pressure work which includes live steam and hydraulic press work.

"Floor/Wall Tiler" means a person appointed as such and without limiting the meaning of the expression "floor/wall tiler", a person employed in the laying or fixing of tiles, faience, mosaic, ceramic, opalite and the like not exceeding in measurement 930 square centimetres when such opalite and the like is fixed with cement composition.

"Motor Mechanic" means a person appointed as such who is a tradesperson engaged in repairing, altering, overhauling, assembling or testing metal and/or electrical parts of the engine or chassis of motor cars, motorcycles or other motor vehicles.

"Mechanical Tradesperson - Special Class" means a fitter or mechanic who satisfies the requirements for appointment to Level 2 in the classification structure, and who did so, fully or in part, by virtue of having obtained skills and/or knowledge beyond the base trade in hydraulics and/or pneumatics.

"Painter" means a person appointed as such who is engaged in any manner whatsoever in the painting and/or decorating of or in connection with all buildings and structures, plant, machinery, and equipment, fences and posts.

"Plasterer" means a person appointed as such who is employed on internal and/or external plastering and/or cement, including without limiting the generality of the foregoing, fibrous plaster fixing, gypsum plaster board fixing and floor laying.

"Plumber" means a person appointed as such and without limiting the ordinary meaning of "plumbing", who is engaged on work including lead burning, chemical plumbing, oxy-welding, electric welding and brazing applicable to plumbing work, gas fitting, maintenance, installations and repair of hot and cold water services and hot water and/or steam heating services, air conditioning plants, the making up, fitting and installation of sewage and sewerage systems in sheet lead, galvanised iron, cast iron or any other material which supersedes the materials usually used by plumbers, the fixing of roofing, curtain walling, spouting, downpipes, gutters, valleys, ridging and flashings in any metal or any material, and the fixing, maintenance and repair of metal drain pipes and vent pipes to any building.

"Scientific Instrument Maker" means a person appointed as such who is a tradesperson engaged on the work of manufacturing, repairing, adjusting, and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesperson.

"Signwriter" means a person appointed as such and who in addition to having a knowledge of painting does any of the following work:

Signwriting, designing and/or lettering of tickets and showcards.

Pictorial and scenic paintings, or production of signs or posters by means of stencils, screens or like methods or any other work incidental thereto including cut-out displays of all description, pictorial, scenic or lettering and without limiting the generality of the foregoing shall include:

- (a) lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain and fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds;
- (b) designing for windows, poster, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners;
- (c) gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface;
- (d) designing and laying out of cut-out displays of all descriptions, either pictorial, scenic or lettering;
- (e) screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass, or any similar material.

Without limiting the general meaning signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.

"Spray Painter" means a tradesperson who is required to prepare all types of surfaces, colour match and apply paint to vehicle panels, vehicle components and whole vehicles with the use of general trade experience.

"Toolmaker" means a person appointed as such who is a tradesperson making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine who designs or lays out their work and is responsible for its proper completion and includes any tradesperson engaged in or in connection with the making of any tool, gauge, die or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

"Tradesperson" means any employee who has completed an apprenticeship or holds a relevant trade certificate or equivalent or, is otherwise appointed to any classification under this Award as at 1 September 1997.

"Welder 1st Class" means a person appointed as such who is a tradesperson using electric arc and/or oxy-acetylene blow pipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

"Welder Special Class" means a welder who, in addition to satisfying the requirements of a Welder 1st Class, is required to and is competent to apply general trade experience in welding all the following classes of metals: mild steel, stainless steel, cast iron, aluminium, copper, brass, die cast metal and magnesium.

3A. Classification Structure and Labour Flexibility

Tradespersons in the NSW public Health system perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and the installation, renovation and construction of buildings, plant and equipment. Those tasks include the performance of peripheral and incidental tasks and assisting other staff so as to complete the whole job.

In recognition of the skills and knowledge brought to the performance of tasks by tradespersons, the following classification structure is to be applied from the first full pay period to commence on or after the 1 September 1997.

Trade Classification	% of Weekly Wage	Definition
Level 1	100%	Complete Apprenticeship and/or holds relevant trade certificate or equivalent.
Level 2	105%	120 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 3	110%	240 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.
Level 4	115%	360 hours of approved course/s and is regularly required to use the skills/knowledge acquired in such courses.

Note: Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

Approved Courses - are TAFE courses and any others that the Employer approves. Ministry of Health Study Leave provisions apply. Courses approved however must relate to the acquisition of new skills (performing additional functions) and not simply the modernisation or updating of current work practices or methods (performing the same functions better/differently - for example, personal OH&S related courses, updated inventory or programmed maintenance systems, new computer software etc).

Placement - The relevant Chief Executive will determine where each tradesperson should be placed within the classification structure.

This must be done firstly by determining which skills/knowledge, above classification level 1 skills, are regularly required of the tradesperson and secondly, in relation to each of those, determining whether the relevant approved course has been successfully completed or, alternatively, in respect of tradespersons in employment as at 1 September 1997, determining whether the skills/knowledge possessed by the tradesperson is equivalent to skills/knowledge acquired from successfully undertaking the approved course.

Where the tradesperson in question is placed within a classification in the structure greater than level 1, the employee is to be paid the higher rate from the first full pay period to commence on or after that date that the higher skill/knowledge was regularly required of the tradesperson.

Progression - Progression to classification levels 2, 3 and 4 is to be on the basis of the tradesperson in question having successfully undertaken at least 120 hours of additional approved course/s, and, being required to regularly use the skills/knowledge acquired in such courses. Approved courses in respect of skills/knowledge no longer regularly required shall not be counted for progression purposes.

The employer will determine which and how many employees are to be regularly required to use additional skills/knowledge for which a higher classification level is to be paid.

Tradespersons at classification levels 2,3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s in order to continue to be paid the higher classification level.

Equivalent Skills - For the purposes of progression under the foregoing clause, the Chief Executive may determine that the skills/knowledge possessed by and regularly required of a tradesperson who was in employment as at 1 September 1997, should be considered equivalent to skills/knowledge acquired from successfully undertaking an approved course/s. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant approved course/s.

No Double Counting - There will be no credit toward progression to a higher classification level in relation to the performance of any function for which payment of an allowance is already made, for example, Thermostatic Mixing Valve Allowance and, any functions for which Additional Wage Rates are paid, for example, to Plumbers, Electrical Tradespersons and Welders.

Disputes - The Issue Resolution procedures should be utilised if any disputes arise concerning implementation of this clause.

4. Hours and Contract of Employment

(i) Employment under this Award will be full-time, part-time, or casual. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(ii) Full-time employees - Hours:

(a) "Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 am and at or before 10:00 am otherwise than as part of a shift system.

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

(b) Except as provided elsewhere in this Award the ordinary working hours excluding meal times shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four week cycle. The ordinary hours of work for day workers shall be 8 hours per day worked between 6:00 am and 6:00 pm Monday to Friday inclusive and arranged in a four weekly cycle such that an employee shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, on pay, in each four weekly cycle of twenty working days.

(c) Each day of paid sick or recreational leave taken and any public holiday/s occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(d) An employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the allocated day off. Such payment shall also be made to an employee on termination of employment.

(e) The accrued allocated day off prescribed in paragraph (b) of this subclause shall be taken as a paid day off unless the employee is required to work that day by the employer to cover unforeseen or emergency circumstances which would impair the productivity of other employees, delay the completion of a project or section thereof or prevent other employees from carrying out maintenance work outside ordinary working hours.

(f) Where an employee has been absent on workers' compensation during a 20 day cycle and returns to work prior to their next allocated day off duty, in normal sequence, they shall be given and shall take such day as though they had worked the whole of the 20 day cycle.

(g) Where an employee is required to work on their accrued allocated day off, other than a call back, they shall be paid at the rate of time and one-half for the time worked in ordinary hours and at double time for all time worked outside the ordinary hours on that day and the employer and employee shall confer with the view of substituting another day off, in lieu thereof, in the current 20 day cycle. Should it be impractical for such a day to be substituted in the current 20 day

cycle, it shall be given and taken as soon as practicable after the commencement of the next 20 day cycle in sequence.

- (h) Where an employee requests, and the employer agrees to a temporary change of the allocated day off in the four weekly cycle, no penalty payments shall be payable to an employee in respect of the change of the allocated day off. Similarly, no penalty payments shall be payable to the employee where they and the employer agree to change the allocated day off, in the four weekly cycle, on a permanent basis.
 - (i) When an employee's allocated day off duty, on pay; as prescribed by paragraph (b) of this subclause, falls on a public holiday as prescribed by clause 18, Public Holidays, and clause 19, Picnic Day, the next working day shall be taken in lieu of the allocated day, unless an alternative day in that four weekly cycle (or the next four weekly cycle) is agreed to between the employer and the employee.
 - (j) The ordinary hours of work of shift workers exclusive of meal times shall be 8 hours per shift with 0.4 of one hour at ordinary rates for each shift worked accruing as an entitlement to take one shift off duty, on pay, in each cycle of four weeks such that 19 shifts of eight hours (152 hours in total) are worked in each cycle.
 - (k) Each shift worker shall be free from duty for not less than two full days in each week or where this is not practicable, four full days in each period of two weeks and where practicable such days shall be consecutive.
 - (l) Except at regular changeover of shifts an employee shall not be required to work more than one shift in each period of twenty-four hours.
 - (m) Shift rosters shall specify the commencing and finishing times of the ordinary working hours of the respective shifts.
 - (n) The method of working shifts may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employee.
 - (o) Before shift work is introduced into any hospital or section thereof, the proposals relating thereto shall be conveyed to the Health Administration Corporation for its approval and to afford it an opportunity to discuss such proposals with representatives of the employer and the union or unions concerned.
 - (p) There shall be allowed, without deduction of pay, a tea break of twenty minutes between 9:00 am and 11:00 am, or at such other time as may be mutually agreed upon, provided however that employees shall not necessarily take it at the same time or in the same location. Where practicable such tea break shall be taken at the nearest facility to the workplace and at the convenience of the employer.
- (iii) Part Time Employment:
- (a) A part-time employee is one who is permanently appointed by the employer to work a specified number of hours in a roster cycle. The specified hours must be less than those prescribed for a full-time employee.
 - (b) Employees engaged under this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate relevant to their classification and shall be entitled to all other benefits not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

This includes pro rata of appropriate weekly allowances and pro rata of appropriate daily allowances in the same proportion as actual hours on a day bears to eight. A part-time employee shall not be entitled to an additional day off or part thereof as prescribed by this Award and shall

not be entitled to Public Holidays where the employee would not have worked that day pursuant to their usual roster.

- (c) The minimum number of hours per shift worked is four hours. The maximum ordinary hours which may be worked within a 7 day period (coincidental with the pay period) is thirty two. Days of work and starting and finishing times may be varied at any time by agreement, or by the employer with notice having regard to the employee's circumstances.
- (d) All time worked by part-time employees in excess of eight hours on any shift, or beyond the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, shall be overtime and paid for at the rate of time and one half for the first two hours and double time thereafter, except that on Sunday such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.

Extensions to the time worked on any shift, up to and including eight hours, or up to and including the rostered finishing time of the majority of full-time employees employed on that shift in the section concerned, whichever occurs first, shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.

- (e) Part-time employees shall have their pro-rata entitlements calculated by the average of ordinary hours worked per annum. In this respect ordinary hours worked means their contracted hours and any additional hours worked at ordinary rates of pay. In other words, hours which include extensions to shifts referred to in (d) above.

(iv) Casual Employment:

- (a) A casual employee shall mean a person engaged for a period of less than the hours prescribed for full-time employees in clause 4, Hours and Contract of Employment, but shall not include any person employed under an unemployment relief scheme.
- (b) A casual employee shall be paid 15 per centum in addition to the rate calculated by adding the weekly wage and tool allowance for the class of work which they perform.
- (c) A casual employee who is requested to report for work shall be paid a minimum of 2 hours pay for each start.

(v) All employees:

- (a) Except for meal breaks, at the discretion of the employer, the ordinary hours of work shall be worked continuously provided that no employee shall be required to work for more than 5 hours without a meal break.
- (b) Painters shall be allowed five minutes before lunch and before the cessation of the day's work or shift to clean and put away their brushes, tools, etc.

- (vi) Locally negotiated hours of work patterns which are in place as at 1 September 1997 are preserved. Such work patterns are known to exist at Northern Sydney Area Health Service (12 hour shifts), Central Sydney Local Health District (12 hour shifts) and Western Sydney Local Health District Area Health Service (9 day fortnight). The preservation of those work patterns includes the preservation of other conditions and administrative arrangements altered/adopted locally to supplement and or accommodate the existence of those work patterns.

4A. On Call

- (i) The employer shall advise all employees and the Union(s) of any proposal to introduce an on call roster, including the proposed details of the roster.

- (ii) An employee required by their employer to be on call, otherwise as provided in subclause (iii) of this clause, shall be paid the 'On-call - Rostered on duty' allowance as set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iii) An employee required to be on call on rostered days off shall be paid the 'On-call - Rostered off duty' allowance set out at Table 2 for each period of 24 hours or part thereof, provided that only one allowance shall be payable in any period of 24 hours.
- (iv) On call rostering arrangements shall be determined in consultation with affected employees and having regard to the availability and training of employees placed on the on call roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved.
- (v) Wherever possible the employer shall supply a mobile telephone to an employee rostered on call.
- (vi) Where provided with a mobile telephone, a rostered employee must remain near the mobile telephone which must remain switched on unless a pager has been provided. Alternatively, an employee not provided with a mobile telephone or pager must remain available via their home telephone. A rostered employee shall be available to answer calls personally and must not utilise an answering machine.
- (vii) An employee rostered on call must contact the employer/hospital immediately it becomes known that the employee shall be unavailable for rostered duty.
- (viii) The employee must be able to respond appropriately within a reasonable time frame as determined by the employer.
- (ix) Where appropriate an employee rostered on call may be provided with a motor vehicle.
- (x) The employer shall ensure that all employees who participate in the after hours service are provided with any training necessary to respond effectively to calls received.
- (xi) When an employee is recalled to work, payment is in accordance with clause 5(v).

4B. 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 they seek to elect to convert their 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 Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the Australian Government's National Standards for Group Training Organisations.

4C. Termination

- (i) Termination of Weekly Employment - One week's notice of termination of employment shall be given by the employer or the employee, respectively, but when the conduct of an employee justifies instant dismissal such notice of termination of employment shall not apply; provided that should an employee fail to give the prescribed notice such employee shall be liable to the forfeiture of one week's wages. Where the services of an employee are terminated without due notice they shall be paid one week's salary in lieu thereof.

5. Overtime

- (i) For all work done outside ordinary hours, (inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment and clause 17, Shift Work) the rates of pay shall be time and one half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause (ii) of this clause, in computing overtime each day's work shall stand alone, except where overtime is continuous from the previous day.

- (ii) Rest period after overtime - when overtime work 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.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between these times shall, subject to this subclause, be released after

completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of their employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until they are released from duty for such period and they shall then 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.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters; or
 - (b) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace the absent shift worker; or
 - (c) Where a rostered shift is altered by arrangement between the employees themselves.
- (iii) Overtime worked on a Saturday or Sunday not being a public holiday shall be paid for as follows:
- (a) Saturday - time and one half for the first two hours and double time thereafter with a minimum payment of four hours except where such overtime is continuous with overtime commenced on the previous day.

All overtime work after twelve noon on a Saturday shall be paid for at double time.
 - (b) Sunday - double time for all time worked with a minimum payment for four hours. Payment of double time for overtime worked on a Sunday shall continue until the employee is relieved from duty.
- (iv) Overtime worked on Public Holidays:
- (a) Overtime worked on a public holiday as prescribed by clause 18, Public Holidays, shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (b) Overtime worked on a public holiday and which continues beyond twelve midnight into the next day not being a public holiday shall be paid for at the same rate for a public holiday until such time as the employee is relieved from duty.
- (v) Call back:
- (a) An employee recalled to work after leaving the premises (including the allocated day off, on pay) shall be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled; provided that, except in unforeseen circumstances arising, the employee shall not be required to work the full minimum number of hours prescribed above if the work they were recalled to perform is completed within a shorter period.
 - (b) An employee recalled to work overtime as prescribed by paragraph (a) of this subclause shall be paid all fares and expenses reasonable incurred in travelling to and from their place of work.

Provided further that where an employee elects to use their own mode of transport, the employee shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
 - (c) The provisions of this subclause shall apply in the case of employees on call back as if eight hours were substituted for ten hours in subclause (ii) of this clause, unless such call back occurs after an employee has worked continuing overtime from the normal shift immediately preceding the call back.

- (vi) Temporary night work - Wherever it may be necessary for a "day worker" to work temporary night work in the course of alteration or renovations of a building.
 - (a) No employee who is employed during ordinary hours shall be employed on temporary night work except at overtime rates or vice versa.
 - (b) A meal break of not less than 20 minutes shall be allowed during such shift.
 - (c) An employee employed for less than five continuous shifts (inclusive of the allocated day off, on pay, as prescribed in clause 4, Hours and Contract of Employment) in any working week shall be paid at the rate of double time and one half for all time worked with a minimum payment of four hours at such rate.
 - (d) The rate of pay for temporary night work shall be time and one half.
 - (e) Start and finishing times for temporary night work shall be agreed upon mutually between the employer and the employees concerned.
 - (vii) Meal hours - Work done during meal hours and thereafter until a meal hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than five hours without a break for a meal.
 - (viii) Meal money - An employee required to work overtime in excess of one- and one-half hours after working ordinary hours shall be paid by their employer an amount set out at Table 3 to meet the cost of a meal. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- After the completion of each four hours on continuous overtime shall be paid an amount set out at Table 3 for each subsequent meal in addition to their overtime payment, but such payment need not be made to employees living in the same locality as their places of work who can reasonably return home for meals.
- (ix) Transport of employees - When an employee after having worked overtime or a shift for which they have not been regularly rostered finishes work at a time when reasonable means of transport are not available the employer shall provide him with a conveyance to their home, or pay him their current wage for the time reasonably occupied in reaching their home (provided that this subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).
 - (x) Reasonable overtime:
 - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
 - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
 - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (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.

(xi) Cribs:

- (a) An employee who is required to work overtime for one and one half hours or more after the normal creasing time inclusive of time worked for accrual purposes as prescribed in clause 4, Hours and Contract of Employment, and clause 17, Shift Work, shall be allowed, at the expiration of the said one and one half hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (b) When overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm which meal break shall be taken without loss of pay.

6. Wages

- (i) The weekly wages of full-time employees shall be as set out in Table 1.
- (ii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Industry Allowance, paid in consideration for:
 - (a) working in the open and there being subjected to climatic conditions, i.e., dust blowing in the wind, brick dust, drippings from concrete, etc.;
 - (b) sloppy conditions;
 - (c) lack of usual amenities associated with factory work e.g., meal rooms, change rooms, lockers, etc.
- (iii) The weekly wages referred to in subclause (i) and (iv) of this clause are inclusive of the Hospital Trades Staff Allowance, paid in recognition of the responsibility, specialised skills, flexibility and discretion exercised by such tradespersons and the environment in which they work.
- (iv) The weekly wages and allowances for Apprentices shall be as set out in Table 4. The conditions of employment within this Award which specifically refer to Apprentices will be applied to Apprentices.

6A. Salary Sacrifice to Superannuation

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

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:

- (a) The employee shall be provided with a copy of the signed agreement. The salary sacrifice agreement shall be terminated at any time at the employee's election and shall cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian taxation law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYG withholding by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly workers' compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under the relevant award or any applicable award, act, or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the wages clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) the *First State Superannuation Act 1992*.
- The employee's employer must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) above is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 6 of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

6B. Salary Packaging

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

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

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

7. Additional Rates, Special Rates and Allowances

- (i) Additional Wage Rates
 - (a) Electrician - An electrician who is the holder of a Qualified Supervisors Certificate or Contractors licence shall be paid an amount per week set out at Grade A of Table 2. An

electrician who is the holder of a Certificate of Registration shall be paid an amount per week set out at Grade B of Table 2.

- (b) Plumber - The ordinary rates for plumbers are increased by the weekly amounts (or pro rata hourly for Part-time/Casual) set out in Table 2 for all purposes for acting on various licences or combinations thereof as set out:
- (1) when required to act on plumber's licence;
 - (2) when required to act on gasfitter's licence;
 - (3) when required to act on drainer's licence;
 - (4) when required to act on plumber's and gasfitter's licence;
 - (5) when required to act on plumber's and drainer's licence;
 - (6) when required to act on gasfitter's and drainer's licence;
 - (7) when required to act on plumber's, gasfitter's and drainer's licence.

A plumber who may be required by their employer to act on their licence or licences during the course of their employment shall be paid at the rate per hour mentioned in this Award for every hour of their employment whether they had in any hour in fact acted on such licence or not.

Gasfitting licence shall be deemed to include coal gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (c) A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the amount per hour set out at Table 2 in addition to their ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 17, Shift Work, and clause 5, Overtime, in which cases it shall be paid as a flat rate and not be subject to penalty addition.
- (d) Electric Welding - An employee being the holder of a Department of Education, Skills and Employment oxy-acetylene or electric welding certificate who may be required by their employer to act on either of their certificates during the course of their employment shall be entitled to be paid for every hour of their employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum per hour set out at Table 2 with a minimum payment of one hour per day for each certificate in addition to the rates of a journeyman plumber in this Award.
- (e) Computing Quantities - Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed shall be paid an additional amount per day or part thereof set out at Table 2.
- (f) An employee being the possessor of a boiler attendant's certificate who is required to supervise or operate a boiler shall for each week they are so required to be paid in addition to the rates prescribed an amount set out at Table 2.
- (g) BMC Operators:
- (1) Tradespersons employed on rotational shiftwork in building maintenance centres attending computerised systems monitoring the status and functions of plant and equipment connected thereto and attending to alarms recorded thereon shall be paid an allowance per week as set out at Table 2 above the Award margin prescribed for their respective trade classifications. Such allowance shall be paid for all purposes of the Award and subject to wage indexation increases.

- (2) In addition to the foregoing such tradesperson/s shall also be paid the tool allowance prescribed for their respective trade classification under this Award.
- (3) Tradespersons attending the computerised system shall hold their work station for a period of one quarter of an hour at shift change over to acquaint the oncoming shift with the status of the plant and equipment or maintenance work in hand. Such time shall be counted as time worked and paid for at overtime rates.
- (h) Motor mechanics who are required to inspect and issue certificates of inspection in respect of the road worthiness of motor vehicles shall be paid an amount set out at Table 2 for each vehicle inspected plus an amount per day set out at Table 2 whilst actually at work.
- (i) In addition to the ordinary rate paid to an Electrical Tradesperson (Electrical Fitter/Mechanic and Refrigeration and/or Air Conditioning Mechanic or Fitter), the following types of Electrical Tradespersons (see Definitions) shall be paid the weekly amounts (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes:

Electrical Fitter & Assistant to Chief Engineer - Sydney Hospital;

Electrical Fitter & Assistant to Chief Engineer - Other Hospitals;

Electrician in Charge of Generating Plant less than 75 Kilowatts;

Electrician in Charge of Generating Plant 75 Kilowatts or more;

Plant Electrician.

- (j) In addition to the ordinary rate paid to a Welder 1st Class, a Welder Special Class as defined shall be paid the weekly amount (or pro rata hourly for Part-time/Casual) set out at Table 2 for all purposes.

(ii) Special Rates

In addition to the wages, additional wage rates and allowances of this Award, the following special rates and allowances shall be paid to employees:

- (a) Cold Places - Employees working in places where the temperature is reduced by artificial means below 0 degrees Celsius shall be paid an amount per hour extra as set out at Table 2. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.
- (b) Confined Spaces - Employees working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid an amount per hour extra as set out at Table 2.
- (c) Dirty Work - Work which a supervisor and employee agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be an amount per hour extra as set out at Table 2.
- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid an amount per hour extra as set out at Table 2 and the same amount again extra for every additional 3 metres. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* (NSW).

- (e) Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid an amount per hour extra as set out at Table 2; in places where the temperature exceeds 54 degrees Celsius, such employees shall be paid an additional amount per hour as set out at Table 2. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
- (f)
- (1) Insulation Material - An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slagwool, fibreglass or mineral wool or other recognised insulating material of a like nature or an employee in the vicinity of such work shall be paid an amount per hour extra as set out at Table 2 or part thereof whilst so engaged.
- (2) Asbestos - An employee required to work with any materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such employees shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (g) Smokeboxes, etc. - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an amount per hour extra as set out at Table 2; provided that an employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid an amount per hour extra as set out at Table 2.
- (h) Wet Places:
- (1) An employee working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid an amount per hour extra as set out at Table 2; provided that their extra rate shall not be payable in respect to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as they are required to work in wet clothing or boots.
- Where an employee is required to work in the rain they shall be paid an amount per hour extra as set out at Table 2 for the time so worked.
- (2) An employee called upon to work knee-deep in mud or water, shall be paid an amount per day extra as set out at Table 2 in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- (i) Acid Furnaces, Stills, etc:
- (1) A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes of the Award.
- (2) An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid an amount per hour extra as set out at Table 2. This additional rate shall be regarded as part of the wage rate for all purposes.

- (j) Depth Money - An employee engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid an amount per hour extra as set out at Table 2.
- (k) Swing Scaffolds:
 - (1) An employee other than a plasterer, working in a bosun's chair or on a swing scaffold shall be paid an amount as set out at Table 2 for the first four hours whilst so engaged thence an amount per hour as set out at Table 2.
 - (2) Plasterers working in a bosun's chair or on a swing scaffold shall be paid an amount per hour extra as set out at Table 2 more than that rate applicable to other employees, in paragraph (a) above.
 - (3) An employee shall not raise or lower a bosun's chair or swing scaffold alone and an employer shall not require an employee to raise or lower a bosun's chair or swing scaffold alone.
- (l) Spray Application - An employee engaged on all spray applications carried out in other than a properly constructed booth, approved by the Department of Industrial Relations or its successor agency shall be paid an amount per hour extra as set out at Table 2.
- (m) Working Second hand Timber - Where, whilst working second hand timber, a Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber they shall be entitled to an allowance per day extra as set out at Table 2 on each day upon which their tools are so damaged; provided that no allowance shall be so payable under this clause unless it is reported immediately to the employer's representative on the job in order that they can prove their claim.
- (n) Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid an amount per hour extra as set out at Table 2 with a minimum payment of one hour.
- (o) Explosive Powered Tools - Employees required to use explosive powered tools shall be paid an amount per day extra as set out at Table 2.
- (p) Morgues - An employee required to work in a morgue shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (q) Toxic and Obnoxious Substances:
 - (1) An employee engaged in either the preparation and/or the application of toxic or epoxy based materials or material of a like nature shall be paid an amount per hour extra as set out at Table 2.
 - (2) In addition, employees applying such material in buildings which are normally air-conditioned shall be paid an amount per hour extra as set out at Table 2 for any time worked when the air conditioning plant is not operating.
 - (3) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the Ministry of Health, New South Wales.
 - (4) Employees working in close proximity to employees so engaged shall be paid an amount per hour extra as set out at Table 2.
 - (5) For the purpose of this clause, all materials which are toxic or which include, or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

- (r) Employees working in areas accommodating psychiatric patients shall be paid an amount per hour extra as set out at Table 2 whilst so engaged.
- (s) Animal House - An employee required to work in an animal house shall be paid an amount per hour extra as set out at Table 2 whilst so employed.
- (t) Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- (u) Asbestos Eradication - Application: This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.

Definition: Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos.

Control: All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2017* (NSW).

Rate of Pay: In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive an amount per hour extra as set out at Table 2 in lieu of special rates as prescribed in clause 7(ii), Special Rates, with the exception of subclauses (a) Cold Places; (e) Hot Places; (k) Swing Scaffold; (l) Spray Application; and (m) Working Second hand Timber.

Other Conditions: The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award as varied from time to time.

- (v) Extra Rate not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- (w)

- (1) Tradespersons who are employed to work in psychiatric hospitals (i.e., formerly 5th Schedule Hospitals) shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates. Provided further that the allowance shall not be paid for work carried out in such areas as may be agreed upon between the respondent unions and the Secretary of the NSW Ministry of Health.

- (2) Geriatric Hospitals - Employees working or required to work in Allandale and Garrawarra hospitals shall be paid an amount per hour extra as set out at Table 2. Employees working or required to work in Lidcombe Hospital shall be paid an amount per hour extra as set out at Table 2.

Provided that the allowance prescribed by this paragraph shall not be taken into consideration in the calculation of overtime or other penalty rates.

- (iii) Thermostatic Mixing Valve - An allowance per week as set out at Table 2 shall be paid to licensed plumbers who hold a Thermostatic Mixing Valve Certificate from a College of Technical and Further Education and who are required to service thermostatic mixing valves.
- (iv) Chokages - Subject to subclause 7(ii), Special Rates, if an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewage or if they are required to work in a septic tank in operation they shall be paid an amount as set out at Table 2 per day or part thereof.

- (v) Fouled Equipment - An employee who in working on any equipment containing body fluids or body waste encounters such matter shall be paid an amount set out at Table 2 per day or part thereof: Provided that this allowance shall not apply in circumstances where the allowance prescribed in clause 7(iv), Chokages, would otherwise be payable.

8. Tool Allowances

Employees shall be paid tool allowances for all purposes as for Table 1, except Electrical Trades classifications (Electrical Tradesperson and Electrical Instrument Fitter), who shall be paid tool allowances for all purposes as for Table 2. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

9. Leading Hands

- (i) Leading Hand Electrician:
 - (a) For the purposes of this subclause, Leading Hand means any electrical worker who is placed in charge of work on which 4 or more employees or 2 or more electrical mechanics or fitters in addition to him/herself are engaged. Any worker who receives orders from an officer, and is placed in charge as herein set out in the absence of such officer, shall be deemed to be a leading hand whilst so placed in charge of the work carrying out such orders.
 - (b) A leading hand electrician as defined herein shall be paid an additional amount per week set out at Table 2.
- (ii) Leading Hand, other than Electrician:
 - (a) An employee appointed to be in charge of up to and including 5 employees shall be paid an amount per week extra as set out at Table 2.
 - (b) An employee appointed to be in charge of more than 5 and up to and including 10 employees shall be paid an amount per week extra as set out at Table 2.
 - (c) An employee appointed to be in charge of 11 or more employees shall be paid an amount per week extra as set out at Table 2.
- (iii) Leading hand allowances, where applicable, will be paid in addition to the skills based increment of the tradesperson in question.

10. Excess Fares and Travelling Time

- (i) An employee who on any day or from day to day is required to work at a job away from their accustomed place of work shall, at the direction of their employer present him/herself for work at such job at the usual starting time and shall be paid an amount set out at Table 3 for each such day. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award. Where the travelling time and fares are in excess of those normally incurred in travelling to their accustomed place of work the employee shall also be paid that amount of such excess which exceeds that above amount.
- (ii) An employee who, with the approval of the employer, uses their own means of transport for travelling to or from outside jobs, shall be paid a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (iii) Where the employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the union prior to notice of changed accustomed place of work being given. Such discussions should include consideration of the impact of the change on affected employees.

The employer shall give the employee one calendar months' notice of the requirement to report to a new accustomed place of work.

Where the accustomed place of work is changed on a permanent basis by the employer, the employee shall report to the new accustomed place of work on the date specified by the employer.

Where a change to the accustomed place of work would impose unreasonable hardship on the employee, the employer may agree to apply the entitlements of PD20 12_021 Managing Excess Staff of the NSW Health Service, as amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

Do not have the effect of providing a set of entitlements which are overall less beneficial than any relevant 'test case' decision as defined.

If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter may be referred to the Ministry of Health, Workplace Relations Branch, and/or, the Industrial Relations Commission consistent with the Issues Resolution Procedure.

- (iv) Some Provisions of Former Enterprise Agreements Preserved. The provisions of clauses 16 and 17 of the former Central Sydney Area Health Service Skilled Trades Wages Agreement 1994 and clause 20 of the former Southern Sydney Area Health Service Engineering & Maintenance Services Enterprise Agreement 1994 are preserved as if those clauses continue to apply to those Area Health Services (and successors) under this Award.

11. Payment and Particulars of Wages

- (i) Wages shall be paid weekly or fortnightly; provided that, for the purpose of adjustments of wages, from time to time effective, the pay period shall be deemed to be weekly. On each pay day the pay shall be made up to a day not more than three days prior to the day of payment.
- (ii) Wages shall be paid into a nominated bank or other accounts, except in isolated areas where payment will be made by cheque to a given address.
- (iii) Notwithstanding the provision of subclause (ii) of this clause, an employee who has been given one week's notice of termination of employment, in accordance with clause 4C, Termination, shall be paid all moneys due to him/her prior to ceasing duty on the last day of employment. Where an employee is dismissed or their services are terminated without due notice, in accordance with the said clause, any moneys due to him/her shall be paid as soon as possible after such dismissal or termination but, in any case not more than 48 hours thereafter.
- (iv) On each pay day an employee, in respect of the payment then due shall be furnished with a statement, in writing, containing the following particulars, namely, name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other moneys paid, and the purpose of which they are paid and the amount of the deductions made from total earnings and the nature thereof.
- (v) Where retrospective adjustments of wages are paid to employees, such payments where practical shall be paid as a separate payment to ordinary wages with a separate statement containing particulars as set out in subclause (iv) of this clause.

12. Higher Duties Allowance

- (i) Where a Leading Hand is on their allocated day/s off, on pay, and another employee relieves in the position for that day only, no higher duty allowance shall be paid.
- (ii) Except as provided for in subclause (i) of this clause an employee engaged for more than two hours on any day or shift on duties carrying a higher rate than their ordinary classification or entitling him/her to a leading hand allowance shall be paid the higher rate or allowance as the case may be for such day or

shift. Where the period of relief, on any day, is for two hours or less the employee acting in the higher classification shall only be paid the higher duty allowance for the time so worked.

- (iii) Except as provided for in subclause (i) of this clause where an employee is required to act as a leading hand at the commencement of a day or shift they shall be paid the appropriate allowance for the whole of such day or shift.

13. Accumulation of Additional Days Off

Full-time employees may accumulate up to five ADOs (as measured at any one point in time), subject to the mutual agreement of the employee and local management. The limit on the accumulation right means that any employee who has already accumulated five ADOs must take the sixth ADO accruing to him/her as and when it falls due in accordance with roster.

Any ADOs accumulated but not taken as at the date of termination, shall be paid out at ordinary rates as part of the usual termination entitlement.

The parties recognise that accrual of ADOs may not be possible in all settings and circumstances.

Records of all time accrued owing to and taken by employees must be maintained by management.

14. Special Conditions

- (i) Employees engaged in installing brine or ammonia pipes or repairs to same or who work on other destructive materials, who have their clothing or boots destroyed or damaged, shall be reimbursed the amount of damage sustained.
- (ii) All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acid or acid fumes. At all times, the regulation under the *Workplace Health and Safety Act 2011* shall be complied with.
- (iii) Each employee working in battery rooms or like places where acids or caustic soda are stored or used, shall be provided with gloves, overalls and rubber boots to be periodically disinfected in accordance with the requirements of the Ministry of Health for disinfecting clothing while in use.
- (iv) The employer shall provide to each employee a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- (v) X-ray - An employee working in an infectious area shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment, whichever is the sooner.
- (vi) Sufficient, suitable and serviceable earmuffs and face masks shall be made available for the use of employees required to work in areas where noise levels are excessive and in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to dust or fumes. Suitable protective garb shall also be made available for employees required to work in proximity to radioactive material.
- (vii) No employee shall be required to use a paint brush exceeding five inches in width or eight ounces in weight (or their metric equivalents) or a kalsomine brush exceeding eight inches (or its metric equivalent) in width.
- (viii) An employee shall not be required to use a roller in excess of twelve inches in width on the painting of ceilings or walls.

15. First-Aid Equipment

The employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit including a stretcher.

16. Amenities

The provisions contained in the "Accommodation and Amenities" clause of the Health Employees Conditions of Employment (State) Award shall apply to employees covered by this Award.

17. Shift Work

- (i) Definitions - for the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.

- (ii) Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts. Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights (including the allocated day off on pay) shall be paid at the rate of time and one-half for the first three hours and double time thereafter.
- (iii) Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rates shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.
- (iv) Sundays and Holidays:
- (a) Shift workers whose ordinary working hours include work on a Sunday shall be paid at the rate of double time.
- (b) Shift workers whose ordinary working hours include work on any of the public holidays referred to in clause 18, Public Holidays, shall be paid at the rate of double time and one-half.
- (c) Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.
- (d) The rates prescribed in paragraphs (a) and (b) of this subclause shall be in substitution for and not cumulative upon the shift premium prescribed in subclause (ii) of this clause.

18. Public Holidays

- (i)
- (a) Public holidays shall be allowed to employees on full pay. Where an employee is required to and does work on any of the holidays set out in this subclause, whether for a full shift or not, the employee shall be paid one and one-half day's pay in addition to the weekly rate, such payment to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday: Provided that, if the employee so elects, they may be paid one half day's pay in addition to the weekly rate and have one day added to their period of annual leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day and Boxing Day.
 - (c) Day workers are to be paid one day's pay in addition to the weekly rate for each public holiday, other than Easter Saturday, falling on non-working Saturdays.
 - (d) Shift workers rostered off duty (other than on their allocated day off duty on pay) on a public holiday shall:
 - (1) be paid one day's pay in addition to the weekly rate; or if the employee so elects;
 - (2) have one day added to their period of annual leave.
 - (e) The election referred to in paragraphs (a) and (d) of this subclause is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) Transfer of Additional or Local Public Holiday - In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, employees shall be entitled to one extra public holiday each year. Such public holiday is to be taken in the Christmas/New Year period or other suitable period, on a date determined by the employer, or on another date where agreed by the parties. Such public holiday shall substitute for any day or half day duly proclaimed and observed as a public holiday within the area in which the employer is situated.

19. Picnic Day

- (i) The first Monday in December of each year shall be the Union's Picnic Day.
- (ii) All employees shall as far as practical be given and shall take this day as the Picnic Day and shall be paid therefore as for 7.6 hours work at the rate of pay prescribed in clause 6, Wages, with 0.4 of a hour accruing for the allocated day off, on pay. Any employee required to work on Picnic Day shall be paid at the rate of double time and one-half for all time worked on such day with a minimum payment for four hours work. Provided that an employee who is required to work on Picnic Day and fails to comply with such requirement shall not be entitled to payment for the day.
- (iii) An employer may require from an employee evidence of their attendance at the picnic and the production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

20. Special Tools, Clothing and Sharpening Tools

- (i) The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of tradespersons.
- (ii) Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- (iii) Saw sharpening and tool grinding may be done by the employee during the progress of the work.
- (iv) Where paragraphs (i) and (ii) of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- (v) The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
 - (a) Bricklayers - Scutch combs; hammers (excepting mash and brick hammers); rubber mallets and T squares.

- (b) Carpenters - Dogs and cramps of all descriptions; bars of all descriptions over 61 cm long; augers of all sizes; star bits and bits not ordinarily used in a brace, including dowelling bits; hammers (except claw hammers and tack hammers); glue pots and glue brushes; dowel plates; trammels, hand thumb screws and soldering irons.
 - (c) Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plasterweld, or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
 - (d) Plumber - Metal pots; mandrills; long dummies; stock and dies for iron, copper and brass pipes; cutters; tongs; vices; taps and drills; ratchets; files; cramps, caulking tools; hacksaw and blades; welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary and all shop tools, the usual kit bag of tools only to be supplied by the employee.
 - (e) Electricians - An employer shall provide for the use of tradespersons a hacksaw and blades; all power tools; special purpose tools; precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.
 - (f) Painters and Signwriters to be supplied with all brushes.
 - (g) All power tools shall be provided where in the opinion of the employer they are necessary.
- (vi)
- (a) Subclause 20(vi) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable protective attire shall be supplied, free of cost to each employee required to wear it, provided that any employee to whom new attire or a part thereof has been supplied by the hospital who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (c) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.
- (vii)
- (a) subclause 20(vii) shall not apply to employees of the Ambulance Service.
 - (b) Sufficient, suitable and serviceable overalls or alternative garments, as may be agreed to between tradespersons and the employer, in lieu of overalls, shall be laundered by the employer.
 - (c) If the overalls or alternative garments of the employee cannot be laundered by or at the expense of the employer, an allowance as set out at Table 3 per week shall be paid to such employee. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) Any employee to whom overalls or alternative garments have been supplied by the employer, who, without good reason fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price in the absence of a satisfactory reason for the loss of such article or failure to produce such attire or part thereof.
 - (e) An employee on leaving the service of the employer shall return any uniform or part thereof supplied by the employer which is still in use by that employee immediately prior to leaving.

(viii) Ambulance Service Uniform and Protective Clothing.

- (a) The Ambulance Service shall provide each new employee with sufficient, suitable and serviceable uniforms as determined by the Ambulance Service.
 - (b) Uniforms shall be issued to all maintenance officers annually on the employee's anniversary date.
 - (c) The issue of uniforms shall be to the value contained in Table 3. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
 - (d) The ambulance service shall provide any other special clothing which the ambulance service requires the employee to wear.
 - (e) Articles of special clothing issued under subclause (d) shall be replaced by the Ambulance Service on the basis of sufficient, suitable and serviceable clothing when required.
 - (f) Articles of special clothing issues under subclause (d) shall remain the property of the Ambulance Service and shall be returned upon the request of the Ambulance Service.
 - (g) Any request for uniform replacement by the Ambulance Service or the employee will not be reasonably refused.
 - (h) In the event of any difficulties with the application of the above provisions, the Award 'Issues Resolution Procedures' may be utilised.
 - (i) Where the Ambulance Service elects not to launder, or not to have laundered at its own expense the overall or alternative garments to overalls of maintenance officers, the employee is to be paid the laundry allowance per week as set out in Table 3.
- (ix) In the event that it is necessary for an employee in the course of their duties to use tools other than those of their own trade, such tools shall be supplied by the employer.

21. Climatic and Isolation Allowance

- (i) Subject to subclause (ii) of this clause, persons employed in places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at 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 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 places situated upon or to the west of a line drawn as herein specified shall be paid an allowance as set out at Table 2 per week in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns, in the order stated, namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of the salary for the purposes of this Award.

22. Damage to or Loss of Clothing or Tools

- (i) An employee whose clothing, footwear or tools are spoiled by acids or sulphur, other deleterious substance or fire, due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

- (ii) The employer shall insure and keep insured, to the extent of the amount set out at Table 3, clothing and tools of employees against loss, destruction or damage by fire, acid or other deleterious substances or breaking and entering whilst securely stored on the employers' premises. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (iii) The employer shall provide at the place of work a suitable and secure weather-proof lock-up solely for the purpose of storing employees tools. Where such lock-up is not provided and tools are stolen by reason of the employers default they shall compensate the employee to the extent of their loss.
- (iv) The employee shall, if requested to do so, furnish the employer with a list of their tools.
- (v) The limit on insurance coverage is described in subclause (ii) and prescribed in Table 3. This limit shall not apply to Motor Mechanics employed in the Ambulance Service provided that an agreed list of tools has been provided by the Motor Mechanic and signed by both the Motor Mechanic and the Fleet Manager for the Ambulance Service.

23. Transport of Employee's Tools

- (i) Where an employee in the course of a normal working day is required to travel from one location to another, or from place to place outside of workplace precincts the employer shall provide transport for the employee and all necessary tools of trade. However, should the employee, with the approval of the employer, use their/her own means of transport then they shall be entitled to a Transport Allowance as provided by Determination made under the *Health Services Act 1997*, as varied from time to time.
- (ii) On termination of employment of an employee leaving the employer's premises by public transport, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

24. Annual Leave

- (i) All employees: See *Annual Holidays Act 1944*.
- (ii) Where an employee's allocated day off duty, on pay, falls due during a period of annual leave such day shall be taken on the next working day immediately following the period of annual leave.
- (iii)
 - (a) Employees who are rostered to work their ordinary hours on Sundays and/or public holiday during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave as follows:
 - (1) if 35 ordinary shifts on such days have been worked - one week (five working days);
 - (2) if less than 35 ordinary shifts on such days have been worked and the employees work 38 hours per week - proportionately calculated on the basis of 38 hours' leave for 35 such shifts worked;
 - (3) if less than 35 ordinary shifts on such days have been worked and the employees work less than 38 hours per week - proportionately calculated on the basis of leave equivalent to the number of hours ordinarily worked per week for 35 such shifts worked. The calculations referred to above shall be made to the nearest one-fifth of the ordinary hours (38 hours) worked, half or more than half of one-fifth being regarded as one-fifth and less than half being disregarded.
 - (b) Provided further that on termination of employment shift workers shall be entitled to payment for any untaken annual leave due under this subclause (on the basis of 7.6 hours per day) together with payment for any untaken annual leave in respect of an uncompleted year of employment.

- (iv) The employer shall give to each employee three months' notice where practicable and not less than one month's notice of the date upon which the employee shall enter upon annual leave.
- (v) A shift worker shall be paid, whilst on annual leave their ordinary pay plus shift allowance and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for the allocated day off duty on pay which may fall on the first day off duty in the annual leave period or for public holidays which occur during the period of annual leave or for days which have been added to the annual leave in accordance with the provisions of clause 18, Public Holidays.
- (vi) Employees shall be entitled to an annual leave loading of 17 per cent, or shift penalties as set out in subclause (v) of this clause, whichever is the greater.

The conditions relating to the grant of leave loading are set out in subclause 2.11.1 of PD2019_010 Leave Matters for the NSW Health Services, as varied or replaced, from time to time.

25. Long Service Leave

- (i)
 - (a) Each employee shall be entitled to two months' long service leave on full pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.

From 21 November 2005, if an employee has completed seven years of continuous service with the employer, the employee is entitled to access their long service leave on a pro-rata basis per completed year of service.
 - (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
 - (c) Where the services of an employee with at least seven years' service are terminated by the employer, or by the employee, they shall be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.
- (ii) For the purposes of subclause (i) of this clause -
 - (a) service shall mean continuous service in one or more hospitals/Ambulance Service. Service shall be deemed continuous if it meets the provisions as set out in clauses 3 and 4 of Schedule 2 of the Government Sector Employment Regulation 2014;
 - (b) broken periods of service in one or more hospitals/Ambulance Service shall count as service subject to the following:
 - (1) where an employee, after ceasing employment in a hospital/Ambulance Service, is re-employed in a hospital/Ambulance Service subsequent to 1st January, 1973, any service of that employee before they were so re-employed shall not be counted for the purpose of determining any long service leave due to that employee in respect of their service after they were so re-employed unless they have completed at least five years' continuous service from the date of their being so re-employed.
 - (2) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, but who was not entitled to count broken service under the provisions of the Award in force prior thereto shall not be entitled to count such broken service until they have completed at least five years' continuous service from the date upon which they commenced their current period of employment.

- (3) an employee employed in a hospital/Ambulance Service at the 1st January, 1973, and who was entitled to count broken service under the provisions of the Award in force prior thereto shall be entitled to count such broken service prior to 1st January, 1973.
 - (c) service shall not include 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 there from) in which case service shall include any period of leave without pay not exceeding six months taken after the 1st January, 1973.
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken,
- (v) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vi) Long service leave shall be taken at a time mutually arranged between the employer and the employee.
- (vii)
- (a) On the termination of employment of an employee otherwise than by their 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; provided that where an employee is transferring between hospitals and or Ambulance Service he/she may, if they so desire and by agreement with their present employer and their proposed employer, be allowed to retain their credit to long service leave in lieu of payment of the monetary value under this subclause.
 - (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 widower, the children of such employee, or if there is not such widow, widower or children such person who, in the opinion of the employer was at the time of the death of such 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 their services terminated as referred to in paragraph (b) of subclause (i) and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

Where there is a guardian of any children entitled under this paragraph 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 paragraph to receive the monetary value of any leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- (viii) Except as provided for in subclause (ix) of this clause, rights to long service leave under this clause shall be in replacement of rights to long service leave, if any, which at the date of commencement of this Award may have accrued or may be accruing to an employee and shall apply only to persons in the employ of the employer on or after the date of commencement of this Award. Where an employee has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the employer shall be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (ix) An employee who is employed in a hospital, to which clause 21 Climatic and Isolation Allowance applies as at the 1st January, 1973, shall be granted long service leave in accordance with the long service leave provisions in force prior to the 1st January, 1973, in lieu of the provisions provided by this Award, where such benefits are more favourable to the employee.
- (x)
 - (a) Where an employee has accrued the right to an allocated day off duty, on pay, prior to entering on a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.
 - (b) In all other circumstances the accrued time in credit (accumulated at 0.4 of one hour for each day worked in the 20 day work cycle immediately preceding the leave) shall count towards payment for the next allocated day off duty, on pay, occurring in sequence after the employee's return to duty.
 - (c) Provided further that no accrual of 0.4 of an hour shall be attracted to the paid days off during the period of long service leave and such days shall be paid for at the rate of 7.6 hours per day.

Notwithstanding the foregoing the employee on returning to duty from long service leave shall be given their next allocated day off duty, on pay, in sequence irrespective of whether sufficient credits have been accumulated or not."

26. Sick Leave

- (i)
 - (a) A full-time employee shall be entitled to sick leave on full pay calculated by allowing eighty ordinary hours off work for each year of continuous service up to 24 May 1982, and 76 ordinary hours thereafter for each further year of continuous service provided that for the purpose of determining an employee's sick leave credits as at 24 May 1982, sick leave in hand shall be proportioned on the basis of 80:76 and henceforth each day's absence shall be deducted at 7.6 hours.
 - (b) Employees of the Ambulance Service who (as at 27 March 2000) were accruing sick leave at the rate of 15 days per annum will continue to do so. This accrual is specific to those employees on a personal basis and will not flow to any other employees.
 - (c) All periods of sickness shall be certified to by the Medical Superintendent, or by a legally qualified Medical Practitioner, provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed two (2) consecutive days or where in the employer's opinion the circumstances are such as not to warrant such requirements.
 - (d) The employer shall not change the rostered hours of work of an employee, fixed by the roster or rosters applicable to the employee, seven days immediately following the commencement of sick leave merely by reason of the fact that the employee is on sick leave.
 - (e) An employee shall not be entitled to sick leave until after three months' continuous service.

- (f) Service for the purpose of this clause shall mean service in a public hospital/Ambulance Service and shall be deemed to have commenced on the date of engagement by a public hospital/Ambulance Service in respect of any period of employment with that hospital/Ambulance Service.
 - (g) "Continuous Service" for the purposes of this clause, shall be calculated in the same manner as provided under paragraph (a) of subclause (ii) of clause 25, Long Service Leave, excepting that all periods of service in any hospital/Ambulance Service (providing such service is not less than three months' actual service) shall be counted.
 - (h) Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for duty and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within twenty-four hours of the commencement of such absence.
- (ii) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however, that where an employee is not in receipt of accident pay, an employer shall pay to an employee, who has sick leave entitlements under this clause, the difference between the amount received as workers' compensation and full pay. The employee's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by the proportion of hours which the difference bears to full pay. On the expiration of available sick leave, weekly compensation payments only shall be payable.

27. Miscellaneous Leave Conditions

- (i) Employees shall be granted Repatriation Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (ii) Employees shall be granted Study Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.
- (iii) Employees shall be granted Defence Leave in accordance with NSW Health Policy Directive PD2022_006 Leave Matters for the NSW Health Service, as it is amended or superseded from time to time, provided that such amendments or successors will not have force under this Award if they have the effect of providing a set of entitlements on this subject which are overall less beneficial than any relevant 'test case' decision as defined.

28. Family and Community Service Leave and Personal/Carers Leave

- (i) Family and community services (FACS) leave and personal/carer's leave are separate, stand-alone entitlements.
- (ii) The provisions outlined in Parts A and B of this clause are available to all employees covered by this Award, other than casual employees.
- (iii) Casual employees are entitled to the provisions outlined in Part C of this clause.

A. FACS Leave

- (i) FACS Leave - General
 - (a) For the purpose of this clause relating to FACS leave:

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

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

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

(b) The employer may grant FACS leave to an employee:

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

(ii) FACS leave replaces compassionate leave.

(iii) An employee is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the employer approves the grant of leave in the particular case.

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

(iv) FACS Leave - entitlement

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

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

whichever method provides the greater entitlement.

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

Example A: An employee working 38 hours per week will have an entitlement, in their first year of employment, to 24 hours of FACS leave. If the employee takes FACS leave for a full 8 hour shift, the employee would be debited 10 hours of FACS leave.

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

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

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

- (v) Additional FACS leave for bereavement purposes

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

- (vi) Use of other leave entitlements

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

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

(a) The entitlement to use sick leave in accordance with this subclause is subject to:

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

(iii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (b) long service leave; or
 - (c) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (i) of Part B of this clause.
- (iv) Time off in lieu of payment of overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election
 - (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
 - (c) If, having elected to take time as leave in accordance with (iv)(a) above and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
 - (d) Where no election is made in accordance with paragraph (iv)(a) above, the employee shall be paid overtime rates in accordance with the provisions of clause 5, Overtime.
- (v) Use of make-up time
 - (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clause 4, of this Award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

C. Entitlements for Casual Employees

- (i) 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 relative or member of a household as prescribed in subclause (i) of Part A of this clause.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this part. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (ii) Personal carers entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in paragraphs (ii)(e) - (h) of Part B of this clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (i) of Part B of this clause 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 part. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

29. Maternity, Adoption and Parental Leave

A. Maternity Leave

(i) Eligibility for Paid Maternity Leave

To be eligible for paid maternity leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Maternity Leave

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

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

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

(iii) Entitlement to Paid Maternity Leave

An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the date of birth it is subject to the employee being able to satisfactorily perform the full range of normal duties.

Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(iv) Unpaid Maternity Leave

(a) Full time and part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(b) Full time and part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(v) Applications

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice should indicate the period of leave desired and must include a medical certificate stating the expected date of birth.

(vi) Variation after Commencement of Leave

After commencing maternity leave, an employee may vary the period of her maternity leave once only without the consent of her employer by giving the employer notice in writing of the extended period at least fourteen days before the start of the extended period. An employer may accept less notice if convenient.

An employee may extend the period of maternity leave at any time with the agreement of the employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(vii) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of an employee on maternity leave must be informed that the employee has the right to return to her former position. Additionally, since an employee has the right to vary the period of her maternity leave, offers of temporary employment should be in

writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the employee elects to return to duty, whichever occurs first.

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual, sick and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual, sick and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

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

(ix) Illness Associated with Pregnancy

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

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that they are able to satisfactorily perform. This obligation arises from section 70 of the *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages

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

(xii) Stillbirth

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

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

An employee who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and to which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If an employee enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full-time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under paragraph (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility

All full time and part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act 1987*.

(ii) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(iii) Entitlement

(a) Paid Adoption Leave

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

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

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

(b) Unpaid Adoption Leave

Eligible employees are entitled to unpaid adoption leave as follows:

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

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

(iv) Applications

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(v) Variation after Commencement of Leave

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(vi) Staffing Provisions

As per maternity leave conditions.

(vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per maternity leave conditions.

(viii) Right to Return to Previous Position

As per maternity leave conditions.

C. Parental Leave**(i) Eligibility**

To be eligible for parental leave a full time or part-time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.

(ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

(iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:

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

two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

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

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.

- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (v) Variation after Commencement of Leave -

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.
- (vi) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (vii) Right to Return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employer's decision made under paragraphs (i)(b) and (c) must be recorded in writing.

- (iv) Where an employee wishes to make a request under paragraph (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their fulltime weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (c) salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's fulltime hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

E. Communication During Leave

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

F. Casual Employees

- (i) Casual employees are entitled to parental leave in accordance with the provisions of Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

30. Issues Resolution Procedures

The parties agree that every effort will be made to settle any grievance or dispute amicably between the parties as quickly as possible and that they will comply with the following procedures:

- (i) When any dispute develops at a particular workplace which cannot be resolved, discussion should firstly take place between the employee/s and the immediate supervisor to try and resolve the matter. If it cannot be resolved at this level, then:

- (ii) The matter should be raised with the supervisor by the employee/s or their union representative, if it cannot be resolved then: -
- (iii) Discussions shall include representatives of senior management of the Local Health District and relevant union/s, if it cannot be resolved, then: -
- (iv) When all the above steps have been exhausted, either party may submit the dispute to the Industrial Relations Commission which may exercise its functions under the *Industrial Relations Act 1996*.
- (v) Nothing in these procedures will preclude the Local Health District and any union concerned from entering into direct negotiations in any matter. Nor will these procedures preclude a Local Health District or relevant union from seeking the assistance of the Industrial Relations Commission on any health or safety issue of concern to the employees in question.
- (vi) The parties agree that during these procedures normal work will continue and there will be no stoppages of work, lockouts, or any other bans or limitations on the performance of work. A Local Health District will consult with relevant unions in relation to any proposal that work done in the Health Service by tradespersons covered by this Award be contracted out.

31. Living Away from Home Allowance

- (i) Where an employee is required to work at a place other than their normal place of work and the distance or travelling facilities make it reasonably necessary for the employee to temporarily reside at other than their normal residential accommodation the employer shall provide suitable free accommodation and meals for the employee or pay an allowance as set out at Table 3 per day. Where two or more employees are involved then uniformity of application of this provision shall prevail unless an employee or employees request otherwise. During the term of this Award, expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.
- (ii) All fares and travelling expenses involved in conveyance of the employee and their tools of trade to or from such temporary places of residence shall be paid by the employer: Provided no fares or expenses shall be paid where:
 - (a) An employee travels to or from such place of temporary residence without the approval of the employer or
 - (b) the employee terminates their own employment or is dismissed by the employer for gross or wilful misconduct.
- (iii) Time spent in travelling (outside normal working hours) to or from temporary places of residence shall be paid for at ordinary rates of pay provided that no employee shall receive payment for more than eight hours travelling time on any one day irrespective of whether work has been performed on that day or not.

32. Exhibition of Award

See section 361 of the *Industrial Relations Act 1996*, which provides for the exhibition of industrial instruments in the workplace.

33. Consultative Committees

Each Local Health District and the Ambulance Service shall establish a Trades Staff Consultative Committee (the Committee) on the following basis:

The Committee will consist of an equal number of representatives nominated by the employer and representatives of the tradespersons covered by this Award as nominated by the Unions.

The Committee is intended by the parties to advise and assist the statewide Productivity Savings Committee on all productivity savings issues and provide a local forum for information exchange and consultation. To these ends, the Committee will meet during normal working hours as often as is reasonably required.

Union officials and other management employees can be invited to attend meetings on an ad hoc basis where it is considered appropriate by either employee or employer representatives on the Committee. However, such attendance will not constitute membership of the Committee.

The parties intend that the operation of the Committee will in no way diminish the rights and obligations of the parties in relation to Award Issues Resolution Procedures. The Committee may participate in the resolution of industrial issues the subject of Award Issues Resolution Procedures where it is of the view that it is reasonable to do so and provided that such participation shall not prejudice the rights of any party.

34. Union Dues

Subject to an employee's written authorisation, the employer will automatically deduct union dues from the pay of union members, subject to current payroll practice and restrictions.

35. Rights of Union Delegates

An employee appointed as union delegate shall, upon notification to the employer, be recognised as an accredited representative of the union and shall be allowed reasonable time during working hours to interview the employer (or representative) on matters affecting those they represent.

36. 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 or domestic status, disability, responsibilities as a carer, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the Issues Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations 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.

37. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (or its successor however described), there shall be

no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

- (ii) 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.

38. Area, Incidence and Duration

- (i) This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 3, Classifications, who are employed by the Secretary of the NSW Ministry of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.
- (ii) This Award commences on 1 July 2023 and replace and rescinds the Public Health Service Employees Skilled Trades (State) Award 2022 published 16 December 2022 (393 I.G. 775) and all variations thereof.
- (iii) This Award takes effect from 1 July 2023 and shall remain in force until 30 June 2025. The rates in the last two columns in Table 1 in Part B, Monetary Rates will apply from the first full pay period on or after (ffppoa) 1 July 2023 and 1 July 2024, respectively.

PART B

MONETARY RATES

Table 1 - Weekly Wages

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

Description	Effective Date 01-Jul-2023 \$	01-Jul-2024 Increase 3% \$
Bricklayer		
Level 1	59,963	61,762
Level 2 (Level 1 plus 5%)	62,961	64,850
Level 3 (Level 1 plus 10%)	65,960	67,939
Level 4 (Level 1 plus 15%)	68,957	71,026
Carpenter		
Level 1	59,963	61,762
Level 2 (Level 1 plus 5%)	62,961	64,850
Level 3 (Level 1 plus 10%)	65,960	67,939
Level 4 (Level 1 plus 15%)	68,957	71,026
Electrical Instrument Fitter		
Level 1	66,473	68,467
Level 2 (Level 1 plus 5%)	69,796	71,890
Level 3 (Level 1 plus 10%)	73,120	75,314
Level 4 (Level 1 plus 15%)	76,443	78,736
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.		
Electrical Tradesperson		
Level 1	63,460	65,364
Level 2 (Level 1 plus 5%)	66,633	68,632
Level 3 (Level 1 plus 10%)	69,806	71,900
Level 4 (Level 1 plus 15%)	72,979	75,168

Fitter / Motor Mechanic		
Level 1	59,804	61,598
Level 2 (Level 1 plus 5%)	62,794	64,678
Level 3 (Level 1 plus 10%)	65,785	67,759
Level 4 (Level 1 plus 15%)	68,775	70,838
Floor / Wall Tiler		
Level 1	59,963	61,762
Level 2 (Level 1 plus 5%)	62,961	64,850
Level 3 (Level 1 plus 10%)	65,960	67,939
Level 4 (Level 1 plus 15%)	68,957	71,026
Painter / Spray Painter		
Level 1	59,963	61,762
Level 2 (Level 1 plus 5%)	62,961	64,850
Level 3 (Level 1 plus 10%)	65,960	67,939
Level 4 (Level 1 plus 15%)	68,957	71,026
Plasterer		
Level 1	59,963	61,762
Level 2 (Level 1 plus 5%)	62,961	64,850
Level 3 (Level 1 plus 10%)	65,960	67,939
Level 4 (Level 1 plus 15%)	68,957	71,026
Plumber		
Level 1	60,380	62,191
Level 2 (Level 1 plus 5%)	63,399	65,301
Level 3 (Level 1 plus 10%)	66,419	68,412
Level 4 (Level 1 plus 15%)	69,439	71,522
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Scientific Instrument Maker		
Level 1	61,787	63,641
Level 2 (Level 1 plus 5%)	64,876	66,822
Level 3 (Level 1 plus 10%)	67,967	70,006
Level 4 (Level 1 plus 15%)	71,056	73,188
Signwriter		
Level 1	61,285	63,124
Level 2 (Level 1 plus 5%)	64,350	66,281
Level 3 (Level 1 plus 10%)	67,415	69,437
Level 4 (Level 1 plus 15%)	70,478	72,592
Tool Maker		
Level 1	61,787	63,641
Level 2 (Level 1 plus 5%)	64,876	66,822
Level 3 (Level 1 plus 10%)	67,967	70,006
Level 4 (Level 1 plus 15%)	71,056	73,188
Welder 1st Class		
Level 1	59,804	61,598
Level 2 (Level 1 plus 5%)	62,794	64,678
Level 3 (Level 1 plus 10%)	65,785	67,759
Level 4 (Level 1 plus 15%)	68,775	70,838
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.		

Table 2 - Additional Rates, Special Rates and Allowances

(Including Tool Allowance for Electrical Trades)

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

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2023 \$	01-Jul-2024 Increase 3% \$
4A(ii)	On-call - Rostered on duty	Per 24 Hours	26.90	27.71
4A(iii)	On-call - Rostered off duty	Per 24 Hours	53.14	54.73
7(i)(a)	Electricians Licence Grade A	Per Week	55.39	57.05
7(i)(a)	Electricians Licence Grade B	Per Week	30.21	31.12
7(i)(b)(1)	Plumbers License	Per Week	54.97	56.62
7(i)(b)(2)	Gasfitters License	Per Week	54.97	56.62
7(i)(b)(3)	Drainers License	Per Week	44.78	46.12
7(i)(b)(4)	Plumbers and Gasfitters License	Per Week	72.60	74.78
7(i)(b)(5)	Plumbers and Drainers License	Per Week	72.60	74.78
7(i)(b)(6)	Gasfitters and Drainers License	Per Week	72.60	74.78
7(i)(b)(7)	Plumbers and Drainers and Gasfitters License	Per Week	101.14	104.17
7(i)(c)	Plumbers/Gasfitters/Drainers Reg. Cert	Per Hour	1.08	1.11
7(i)(d)	Electric Welding	Per Hour	0.85	0.88
7(i)(e)	Computing Quantities	Per Day	6.91	7.12
7(i)(f)	Boiler Attendants Certificate	Per Week	8.53	8.79
7(i)(g)	BMC Operator	Per Week	44.37	45.70
7(i)(h)	Motor Mechanic per day	Per Day	3.50	3.61
7(i)(h)	Motor Mechanic	Each	0.87	0.90
7(i)	Elec Fitter & Assistant to Chief Eng.-Sydney Hospital	Per Week	78.21	80.56
7(i)	Elec Fitter & Assistant to Chief Eng.-Other Hosp.	Per Week	62.38	64.25
7(i)	Electrician in Charge of Generating Plant less than 75 Kilowatts	Per Week	22.96	23.65
7(i)	Electrician in charge of Generating Plant 75 Kilowatts or more	Per Week	79.78	82.17
7(i)	Plant Electrician	Per Week	75.02	77.27
7(j)	Welder Special Class	Per Week	14.28	14.71
8	Tool Allowance - Electrical Trades	Per Week	22.82	23.50
9(i)(b)	Leading Hand Electrician	Per Week	75.02	77.27
9(ii)(a)	Leading Hand - Other than Electricians I/C up to 5 Employees	Per week	57.19	58.91
9(ii)(b)	Leading Hand - Other than Electricians I/C 6 up to 10 Employees	Per Week	74.73	76.97
9(ii)(c)	Leading Hand - Other than Electricians I/C over 10 Employees	Per Week	95.77	98.64
7(ii)(a)	Cold Place	Per Hour	0.92	0.95
7(ii)(b)	Confined Spaces	Per Hour	1.08	1.11
7(ii)(c)	Dirty Work	Per Hour	0.92	0.95
7(ii)(d)	Height Money - at 7.5 metres	Per Hour	0.92	0.95
7(ii)(d)	Height Money - every additional 3 metres	Per Hour	0.92	0.95
7(ii)(e)	Hot Places - 46C-54C	Per Hour	0.92	0.95
7(ii)(e)	Hot Places - more than 54C	Per Hour	1.08	1.11
7(ii)(f)(1)	Insulation Material	Per Hour	1.08	1.11
7(ii)(f)(2)	Asbestos	Per Hour	1.08	1.11
7(ii)(g)	Boil Repair	Per Hour	0.64	0.66
7(ii)(g)	Oil fired Boiler	Per Hour	2.25	2.32
7(ii)(g)	Smoke Boxes etc.	Per Hour	0.64	0.66
7(h)(1)	Wet Places - other than rain	Per Hour	0.92	0.95
7(h)(1)	Rain	Per Hour	0.92	0.95
7(h)(2)	Mud Allowance	Per Day	7.02	7.23
7(i)	Acid Furnaces etc.	Per Hour	4.62	4.76
7(j)	Depth Money	Per Hour	0.92	0.95

7(k)(1)	Swing Scaffolds other than plasterers – First four hours	Per Hour	6.52	6.72
7(k)(1)	Swing Scaffolds other than plasterers - Thereafter	Per Hour	1.36	1.40
7(k)(2)	Swing Scaffolds - plasterers	Per Hour	0.18	0.19
7(l)	Spray Application	Per Hour	0.92	0.95
7(m)	Working Second-hand timber	Per Day	3.47	3.57
7(n)	Roof Work	Per Hour	0.92	0.95
7(o)	Explosive Powered Tools	Per Day	2.16	2.22
7(p)	Morgues	Per Hour	1.02	1.05
7(q)(1)	Toxic_Obnox - Epoxy Materials	Per Hour	1.08	1.11
7(q)(2)	Toxic_Obnox Sub A/C not operating	Per Hour	0.77	0.79
7(q)(4)	Close Proximity to Toxic Sub	Per Hour	0.92	0.95
7(r)	Psychiatric Patients (PH Ward)	Per Hour	0.77	0.79
7(s)	Animal House	Per Hour	0.59	0.61
7(u)	Asbestos Eradication	Per Hour	3.04	3.13
7(x)(1)	Psychiatric Hospitals	Per Hour	1.77	1.82
7(x)(2)	Geriatric Allowance - Allandale/Garrawarra	Per Hour	0.61	0.63
7(x)(2)	Geriatric Allowance - Lidcombe	Per Hour	0.56	0.58
7(iii)	Thermostatic Mixing Valve	Per Week	30.12	31.02
7(iv)	Chokages	Per Day	10.50	10.82
7(v)	Fouled Equipment	Per Day	10.50	10.82
21(i)	Climatic and Isolation Allowance - Time and Half Zone	Per Week	9.94	10.24
21(ii)	Climatic and Isolation Allowance – Double Zone	Per Week	20.01	20.61
N/A	Apprentice Passing Exams - 1st Year	Per Week	1.87	1.93
N/A	Apprentice Passing Exams - 2nd Year	Per Week	5.81	5.98
N/A	Apprentice Passing Exams - 3rd Year	Per Week	7.66	7.89

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

Expense related allowances will be adjusted in accordance with movements in the expense related allowances in the Crown Employees Wages Staff (Rates of Pay) Award.

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

Clause No.	Allowance Description	Frequency	Effective Date 01-Jul-2023 \$
8	Tool Allowance Bricklayer	Per Week	27.10
8	Tool Allowance Carpenter	Per Week	38.00
8	Tool Allowance Floor/Wall Tiler	Per Week	27.10
8	Tool Allowance Fitter Motor Mechanic	Per Week	38.00
8	Tool Allowance Plasterer	Per Week	38.00
8	Tool Allowance Painter Spray Painter Signwriter	Per Week	9.30
8	Tool Allowance Plumber	Per Week	38.00
8	Tool Allowance Scientific Instrument/Tool Maker	Per Week	38.00
8	Tool Allowance Welder 1st Class	Per Week	38.00
5(viii)	Meal Allowance for meal on overtime	Each	30.90
5(viii)	Subsequent Meal	Each	13.10
10(i)	Employee required to work away from accustomed place of work	Per Day	25.30
20(vii)(c)	Laundry Allowance (Skilled Trades)	Per Week	1.18
31	Living away from home allowance - (W)	Per Week	618.00

31	Living away from home allowance - (D)	Per Day	88.30
22(ii)	Damage to clothing and tools - insurance to the extent of		2,198.00
20(viii)	Ambulance Service - Uniform provided up to the value of	Per Year	472.33

Table 4 - Apprentices Wages and Allowances

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

Description	Effective Date 01-Jul-2023 \$
Apprentice Bricklayer	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Carpenter	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Electrician	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Fitter / Motor Mechanic	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Painter	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Apprentice Plumber	
1st Year	26,085
2nd Year	34,681
3rd Year	44,792
4th Year	51,794
Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.	
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.	

SCHEDULE 1**Table 1 - Award History**

Public Health Service Employees Skilled Trades (State) Award
(Incorporating the Ambulance Service of NSW Skilled Trades)

Date Published	Volume	Publication No.	Description
21 June 2002	334	C1022	Award
27 July 2002	336	C1407	Variation
4 March 2005	348	C3373	Variation

17 March 2006	358	C3872	Variation
17 March 2006	358	C4108	Variation
17 March 2006	358	C4239	Variation
8 September 2006	360	C4864	Variation
6 October 2006	361	C4732	Variation
17 November 2006	361	C5031	Variation
23 February 2007	362	C5223	Variation
9 March 2007	362	C5301	Variation
8 February 2008	364	C6222	Variation
11 April 2008	365	C6338	Award Review
30 January 2009	367	C6866	Variation
26 February 2010	369	C7403	Variation
30 December 2011	371	C7701	Award
10 August 2012	373	C7799	Award Review Variation

Public Health Service Employees Skilled Trades (State) Award

Date Published	Volume	Publication No.	Description
5 October 2012	374	C7979	Award
16 August 2013	375	C8062	Correction
16 August 2013	375	C8065	Award
3 July 2015	377	C8352	Award
15 April 2016	379	C8528	Award

Public Health Service Employees Skilled Trades (State) Award 2018

Date Published	Volume	Publication No.	Description
6 April 2018	382	C8784	Award

Public Health Service Employees Skilled Trades (State) Award 2019

Date Published	Volume	Publication No.	Description
9 June 2019	385	C8915	Award
23 April 2021	389	C9239	Variation

Public Health Service Employees Skilled Trades (State) Award 2021

Date Published	Volume	Publication No.	Description
8 June 2021	389	C9269	Award

Public Health Service Employees Skilled Trades (State) Award 2022

Date Published	Volume	Publication No.	Description
20 July 2022	393	C9568	Award

SCHEDULE 2

Grounds and reasons

1. The Applicant seek a new award that provides a four (4) percent increase to salary, and a four (4) percent increase to salary related allowances.
2. The new award rolls over existing conditions currently provided by the award and includes a 'no extra claims' clause in the terms contained within Schedule 1 of this application.

3. The new award includes minor corrections and updates to words or phrases in the award that assist with clarifying meaning or expression without changing the intended provision of the term or condition of employment concerned.
4. The new award is intended to apply for one year effective from 1 July 2023, subject to any order or award the Commission may make.
5. The award meets the provisions of the *Industrial Relations Act 1996* (NSW) and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW) as amended by the Industrial Relations (Public Sector Conditions of Employment) Amendment Regulation 2022 (NSW).

Printed by the authority of the Industrial Registrar.

PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2023

AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9857	1 November 2024	1 July 2023	396	1097

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education
4A.	Multiple Assignments
5.	Pilot Roster Projects
6.	Introduction of Change
7.	Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education
8.	Rosters
9.	Salaries
10.	Salary Sacrifice to Superannuation
11.	Leave for Matters arising from Domestic and Family Violence
12.	Special Allowances
13.	Continuing Education Allowance
14.	Climatic and Isolation Allowances
15.	Penalty Rates for Shift Work and Weekend Work
16.	Fares and Expenses
17.	Special Rates and Conditions
18.	Telephone Allowance
19.	Work Health and Safety for Employees of Contractors and Labour Hire Business
20.	Mobility, Excess Fares & Travelling
21.	Car Allowance
22.	Provision of Communication Device

23. Uniform and Laundry Allowances
24. Higher Grade Duty
25. Overtime
26. Escort Duty
27. Payment and Particulars of Salaries
28. Registration Pending
29. Part-time, Casual and Temporary Employees
30. Annual Leave
31. Annual Leave Loading
32. Family and Community Services Leave and Personal/Carers' Leave
33. Long Service Leave
34. Maternity, Adoption and Parental Leave
35. Military Leave
36. Repatriation Leave
37. Sick Leave
38. Accommodation and Board
39. Grading Committee
40. Grading of Nurse/Midwife Manager Positions
41. Deputy Directors of Nursing, Assistant Directors of Nursing
42. Proportion
43. Medical Examination of Nurses
44. Domestic Work
45. Termination of Employment
46. Labour Flexibility
47. Right of Entry
48. Disputes
49. Anti-discrimination
50. Exemptions
51. Salary Packaging
52. Deduction of Union Membership Fees
53. Staffing Arrangements
54. Trade Union Activities
55. Learning and Development Leave
56. Career Break Scheme
57. Supernumerary Time for New Graduates
58. Commitments During Life of this award
59. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

2. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* (NSW), there must be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award, except as provided for in the Memorandum of Understanding between the Association and the NSW Ministry of Health dated 29 August 2023 regarding the implementation of Safe Staffing Levels within the Award.

3. Definitions

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

"ADA" means the adjusted daily average of occupied beds, calculated in accordance with the following formula:

ADA = Daily Average + Neo-natal Adjustment + Non-inpatient Adjustment

Where:

Daily Average =
$$\frac{\text{Total Occupied Bed Days for the Period Less Unqualified Baby Bed Days}}{\text{Number of Days in the Period}}$$

Neo-natal Adjustment =
$$\frac{\text{Total Bed Days of Unqualified Babies for the Period}}{2 \times \text{Number of Days in the Period}}$$

Non-inpatient =
$$\frac{\text{Total NIOOS Equivalents for the Period}}{10 \times \text{Number of Days in the Period}}$$

Note: Total NIOOS Equivalents for the Period equals the individual NIOOS plus the equivalent number of Group NIOOS (Non-inpatient Group Sessions * 1.3) plus the equivalent number of Dental NIOOS (Non-inpatient Dental Flow * 3.8).

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Ambulance Service" means the Ambulance Service of NSW.

"Area Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse Managers.

"Assistant in Nursing/Midwifery" means a person, other than a registered nurse, Enrolled Nurse or Enrolled Nurse without medication qualification who is employed in nursing/midwifery duties in a public hospital or public health organisation.

"Assistant Director of Nursing/Midwifery" - refer to Schedule 1, Nurse Managers.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Association delegate" means a trade union delegate accredited by the Association including but not limited to a Branch Official, Councillor or workplace representative of the Association.

"Board" means the Nursing and Midwifery Board of Australia and will also be taken to mean a reference to AHPRA as appropriate/applicable.

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

"Clinical Nurse Educator/Clinical Midwife Educator" means a Registered Nurse/Midwife appointed to a position classified as such and who holds relevant clinical or education post registration qualifications or such education and clinical experience deemed appropriate by the employer.

The Clinical Nurse Educator/Clinical Midwife Educator is required to deliver and evaluate clinical education programs at the ward/unit level.

The Clinical Nurse Educator/Clinical Midwife Educator will provide for the delivery of clinical nurse/midwife education in the ward/unit level, and performs the following functions at that level:

- Delivers competent nursing education in the ward/unit;
- Contributes to the development of colleagues;
- Supports less experienced staff and acts as preceptor for new staff;
- Acts as the preceptor in orientations to the ward/unit;
- Provides day to day clinical education support in the ward/unit;
- Provides one on one informal education;
- Provides support for skill development in clinical procedures;
- Provides support for professional development;
- Provides support for clinical policy development;
- Provides a ward/unit based in-service program.

The provision of direct clinical care by Clinical Nurse Educator/Clinical Midwife Educator should be for the purpose of providing clinical education to other employees. Direct clinical care will be limited to emergency circumstances only.

Incremental progression to the 2nd year and thereafter rate will be upon completion of 12 months satisfactory full-time service.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1" means: a Registered Nurse/Midwife who applies a high level of clinical nursing knowledge, experience and skills in providing complex nursing/midwifery care directed towards a specific area of practice, a defined population or defined service area, with minimum direct supervision.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 will satisfy the following minimum criteria:

Relevant post-registration qualifications and at least 12 months experience working in the relevant clinical area of their post-registration qualification; or four years post- registration experience, including three years' experience in the relevant specialist field.

A Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is distinguished from an 8th Year Registered Nurse/Midwife by being required to satisfy the following criteria:

- actively contributes to the development of clinical practice in the ward/unit/service;
- acts as a resource and mentor to others in relation to clinical practice; and
- actively contributes to their own professional development.

Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 is a personal grading.

"Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2" means: a Registered Nurse/Midwife appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-graduate qualification, or such other qualifications or equivalent experience deemed appropriate by the public hospital or public health organisation.

The Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 classification encompasses the Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 1 by the following additional role characteristics:

Exercises extended autonomy of decision making;

Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

leadership in the development of nursing specialty clinical practice and service delivery in the ward/unit/service; or

specialist clinical practice across a small or medium sized health facility/sector/service; or

primary case management of a complete episode of care; or

primary case management of a continuum of specialty care involving both inpatient and community based services; or

an authorised extended role within the scope of Registered Nurse/Midwifery practice.

Incremental progression to the second year and thereafter rate will be upon completion of 12 months satisfactory full-time service (or pro rata part time service).

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 1" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience and in addition who has approved post registration nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 2" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 5 years full time equivalent post registration experience, with at least 3 years full time equivalent experience in the specialty field. In addition, the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed, or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Clinical Nurse Consultant/Clinical Midwife Consultant Grade 3" means: a registered nurse/midwife appointed as such to a position approved by the public hospital or public health organisation, who has at least 7 years full time equivalent post registration experience, with at least 5 years full time equivalent experience in the specialty field. In addition the employee must have approved postgraduate nursing/midwifery qualifications relevant to the field in which he/she is appointed or such other qualifications or experience deemed appropriate by the public hospital or public health organisation. An employer may also require a higher qualification in the specialist nursing field where such a qualification is considered essential for the performance of the individual position.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6am and before 10am, otherwise than as part of the shift system.

"Deferred Salary Leave Year" means the fifth year of the career break scheme where the employee is absent from work and receives the deferred salary from the previous four years through participation in the Career Break Scheme. This year cannot be compressed into a period of less than twelve months.

"Deputy Director of Nursing" - refer to Schedule 1, Nurse/Midwife Managers.

"Enrolled Nurse without medication qualification" means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

"Enrolled Nurse" means a person registered by the Board as an enrolled nurse.

"Enrolled Nurse without medication qualification - Special Grade" means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Enrolled Nurse - Special Grade" means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such a nurse is appointed to a position established by a public hospital or public health organisation which satisfies the criteria as agreed between the Association and the Ministry from time to time.

"Experience" in relation to an assistant in nursing, means experience both before and/or after the commencement of this award, whether within New South Wales or elsewhere and, in the case of an Enrolled nurse, an Enrolled Nurse without medication qualification or assistant in nursing who was formerly a student nurse, includes experience as such student nurse.

"Flight Nurse" means a dual registered nurse and midwife engaged as such and engaged with NSW Ambulance.

"Flight Hours" means all time spent whilst in flight on an aircraft transporting patients or in transit to pick up patients.

"Ground Hours" for Flight Nurses means all time spent at an airport preparing for a flight or a series of flights, and includes generally preparing and restocking aircraft on return to home base; attending to clerical work pertaining to flights and other general duties normally undertaken by a Flight Nurse, including but not limited to the sterilisation of stock, maintenance and care of special nursing equipment, cleaning the nursing sections of the aircraft; caring of patients at terminals until the patient is transferred to hospital or at the commencement of a flight; supervising and assisting in loading and unloading of patients; escorting seriously ill patients to hospital in a road ambulance.

"Health service" means any of the following:

- (a) any hospital service
- (b) any medical service
- (c) any paramedical service
- (d) any community health service
- (e) any environmental health service
- (f) any other service (including any service of a class or description prescribed by the Regulations of the *Health Service Act 1997* (NSW)) relating to the maintenance or improvement of the health, or the restoration to health, of persons or the prevention of disease in or injury to persons.

"Industry of nursing" means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* (NSW) or its successors, assignees or transmitters.

"Local Health District" includes Specialist and Additional Networks and means a public health organisation established pursuant to the provisions of the *Health Services Act 1997* (NSW) including all public hospitals, facilities and other establishments and health services under the control and management thereof.

"Manager, Nurse/Midwife Education" - refer to Schedule 1, Nurse/Midwife Managers.

"Ministry" means the NSW Ministry of Health.

"Nurse Educator/Midwife Educator Grade 1" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 1.

A Nurse Educator/Midwife Educator Grade 1 will be responsible for the development and delivery of nursing/midwifery education courses/programs at the public hospital, or the community based service level.

Nurse/Midwife education courses/programs will mean courses/programs such as:

- Post-registration certificates;

- Continuing nurse/midwife education;
- Transition programs for newly registered nurses and midwives and newly enrolled nurses;
- Post-enrolment enrolled nurses' courses; and,
- General staff development courses (where applicable).

Incremental progression to the 2nd year and thereafter rate at this Grade will be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 2" means a Registered Nurse/Midwife with post registration nursing/midwifery clinical or education qualifications relevant to the clinical area in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 2.

A Nurse Educator/Midwife Educator Grade 2 will be responsible for one of the following:

- A nursing/midwifery education portfolio (including but not limited to a transition program, enrolled nurse or registered nurse program) across a public hospital or affiliated health organisation;
- A nursing/midwifery education program for a clinical division or divisions across a public hospital or affiliated health organisation; or
- A nursing/midwifery education program for a community based health service such as community health or mental health services.

Incremental progression to the 2nd year and thereafter rate at this Grade will be upon completion of 12 months satisfactory full-time service.

"Nurse Educator/Midwife Educator Grade 3" means a Registered Nurse/Midwife holding post registration nursing/midwifery clinical or education qualifications relevant to the clinical area or areas in which he/she is appointed, or qualifications deemed equivalent by the employer; and who is appointed to a position of Nurse Educator/Midwife Educator Grade 3.

A Nurse Educator/Midwife Educator Grade 3 will be responsible for one of the following:

- A comprehensive nursing/midwifery education program across a Local Health District, a sector of a Local Health District or in a tertiary referral public hospital or affiliated health organisation; or
- The nurse education service of a public hospital or affiliated health organisation (excluding a tertiary referral hospital), group of hospitals or health facility.

Incremental progression to the 2nd year and thereafter rate at this Grade will be upon completion of 12 months satisfactory full-time service.

"Nursing hours wards and units" refers to wards and units in Section II Nursing Hours Wards and Units of clause 53, Staffing Arrangements, that utilise nursing hours per patient day to determine the number of nursing hours required to provide direct clinical care.

"Nurse/Midwife Manager" means any employee who is allocated to a nurse manager grade in accordance with clause 40, Grading of Nurse/Midwife Manager Positions, of this award.

"Nurse/Midwife Practitioner" means a registered nurse/midwife appointed as such and who is endorsed by the Board, to practise as a nurse/midwife practitioner.

"Nursing/Midwifery Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a public hospital or health service or public health organisation and will include:

"Nursing/Midwifery Unit Manager Level 1", whose responsibilities include:

- (a) CO-ORDINATION OF PATIENT SERVICES -
 - liaison with all health care disciplines for the provision of services to meet patient needs;
 - the orchestration of services to meet patient needs after discharge;
 - monitoring catering and transport services.
- (b) UNIT MANAGEMENT -
 - implementation of hospital/health service policy;
 - dissemination of information to all personnel;
 - ensuring environmental safety;
 - monitoring the use and maintenance of equipment;
 - monitoring the supply and use of stock and supplies;
 - monitoring cleaning services.
- (c) NURSING STAFF MANAGEMENT -
 - direction, co-ordination and supervision of nursing activities;
 - training, appraisal and counselling of nursing staff;
 - rostering and/or allocation of nursing staff;
 - development and/or implementation of new nursing practice according to patient need.

"Nursing/Midwifery Unit Manager Level 2", whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 1.

"Nursing/Midwifery Unit Manager Level 3" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing/Midwifery Unit Manager Level 2.

"Public Health Organisation" means:

- (a) a Local Health District or;
- (b) a statutory health corporation; or,
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services;

"Public Hospital" means:

- (a) a hospital controlled by a Local Health District, or
- (b) a hospital controlled by a statutory health corporation, or
- (c) a hospital that is a recognised establishment of an affiliated health organisation, or

(d) a hospital controlled by the Crown (including the Minister or the Secretary, NSW Health).

"Registered Nurse" means a person registered by the Board as a Registered Nurse and/or Registered Midwife.

"Senior Nurse/Midwife Educator" - refer to Schedule 1, Nurse Managers.

"Service" for the purpose of clause 9, Salaries, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this award will continue to be recognised.

To the foregoing will be added any actual periods on and from 1 January 1971 during which a nurse undertook a post basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Ministry, or one of the following certificate or diploma courses: -

Associate Diploma in Community Health -
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Administration -
College of Nursing, Australia; N.S.W. College of Nursing;

Associate Diploma in Nursing Education -
College of Nursing, Australia; N.S.W. College of Nursing;
Newcastle College of Advanced Education;

Certificate in Operating Theatre Management -
N.S.W. College of Nursing;

Certificate in Operating Theatre Technique -
College of Nursing, Australia;

Certificate in Coronary Care -
N.S.W. College of Nursing;

Certificate in Orthopaedic Nursing -
N.S.W. College of Nursing;

Certificate in Ward Management -
N.S.W. College of Nursing;

Midwife Tutor Diploma -
College of Nursing, Australia, or Central Midwives Board, London;

Occupational Health Nursing Certificate -
N.S.W. College of Nursing;

provided that no more than three such courses will count as service.

A reference to the New South Wales College of Nursing in this award will be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

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

"Tour of Duty" means the period between the time a Flight Nurse commences any duties associated with his or her employment prior to making a flight or series of flights and until he or she is finally relieved of all duties after termination of flights or series of flights, whether termination is at home base or otherwise away from home base.

"Weekly rates" will be ascertained by dividing an annual amount by 52.17857 or a weekly rate can be multiplied by 52.17857 to obtain the annual amount.

4. Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education

(i)

- (a) The ordinary hours of work for day workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of meal times, will be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(ii)

- (a) The ordinary hours of work for shift workers, other than Directors of Nursing and Area Managers, Nurse Education, exclusive of mealtimes, shall not exceed an average of 38 hours per week in each roster cycle.
- (b) Flight Nurses shall not exceed 30 hours flying time in each period of seven days.

(iii)

- (a) The hours of work prescribed in subclauses (i) and (ii) of this clause will, where possible, be arranged in such a manner that in each roster cycle of 28 calendar days each employee will not work his/her ordinary hours of work on more than nineteen days in the cycle. Provided that employees who work 8 hour shifts are entitled to 12 additional days off duty per annum (per NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service); employees working 10 hour shifts are entitled to one additional day off duty each five weeks; and employees working other combinations of shifts are entitled to such number of additional days off duty per annum as will ensure that their ordinary hours of work do not exceed an average of 38 hours per week.
- (b) Notwithstanding the provisions of paragraph (a) of this subclause, employees may, with the agreement of the employer work shifts of less than 8 hours each over 20 days in each cycle of 28 days.

(iv)

- (a) Each shift will consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than 10 hours break between each rostered shift, unless agreed otherwise between an employee and local nursing management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and local nursing management agrees but in no case will an employee be permitted to work more than 10 consecutive shifts. In any fortnightly pay period an employee will not be rostered for more than three quick shifts, i.e. an evening shift followed by a morning shift, unless agreed otherwise between an employee and local nursing management.
- (b) Where 10 hour night shifts are in operation in any health facility, at the commencement date of this award or subsequent thereto, the length of these shifts must not be altered without the consent of the Head Office of the Association.

(v)

- (a) The employee's additional day off duty prescribed in subclause (iii) of this clause (as a consequence of the implementation of the 38 hour week) will be determined by mutual agreement between the employee and the employer having regard to the service requirements of the latter. Where practicable such additional day off duty shall be consecutive with the rostered days off duty prescribed in subclause (xvi) of this clause.

- (vi) Once set, the additional day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the additional day off duty is

changed, another day will be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.

(vii)

- (a) Where an employee and her/his local nursing management agree, an employee's additional days off duty (ADOs) may be accumulated up to a total of three. This limit on accumulation means that any employee who has already accumulated three ADOs must take the next ADO accruing to her/him when it falls due in accordance with the roster.
- (b) Employers must not unreasonably refuse to agree with an employee's request to accumulate ADOs or to take them off subsequent to such accumulation.
- (c) Any ADOs accumulated but not taken as at the date of termination of the employee must be paid out at ordinary rates.

(viii) Except for breaks for meals the hours of duty each day will be continuous.

(ix) Each employee who works in excess of five hours must have a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty as follows:

Breakfast	between 6am and 9am
Midday Meal	between 12 noon and 2pm
Evening Meal	between 5pm and 7pm
Night Meal	between 10pm and 2am.

Employees must not be required to work during meal breaks as a matter of routine practice unless mutually agreed at the local level. Provided that any time worked during such break will count as working time and unless the employee is permitted to finish duty early on the same shift then overtime becomes payable once the total ordinary work time of the shift has elapsed. Provided further that where practicable an employee engaged to work for five hours or less in any one shift may elect not to take a meal break as otherwise provided for in this subclause without penalty to the employer. The term "where practicable" encompasses regard being paid to the service requirements of the employer.

(x)

- (a) One twenty minute interval (in addition to the meal break) will be allowed each employee on duty for a tea break during each shift. Such interval will count as working time. Part time and Casual employees who are engaged for less than a whole shift on any one day will only be entitled to one tea break of 10 minutes.
- (b) Where it is not possible due to the nature of the work performed to have one twenty minute break, the employee may take one ten minute break and be permitted to proceed off duty ten minutes prior to the rostered finishing time of that shift.
- (c) Paragraph (b) of subclause (x) will only be exercised in special and exceptional circumstances and with the expressed approval of the employer in consultation with the employee.
- (d) In lieu of the meal breaks in subclause (ix) and tea breaks in this subclause, the following crib break provisions will apply to HealthShare Patient Transport Services (PTS) employees only;
 - i. HealthShare PTS employees working shifts of less than 12 hours duration will have one paid 30 minute crib break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
 - ii. HealthShare PTS employees working a roster of 12 hour shifts will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties.

- iii. HealthShare PTS employees who, due to operational requirements, are unable to take their paid crib break within the prescribed times, or whose crib break is not completed, will receive an additional payment of one hour at ordinary time rates.
- (xi)
- (a) Subclauses (ix) and (x) of this clause, will not apply to an employee who is allowed two intervals of twenty minutes each during the period of night duty but such intervals will count as working time and will be paid for as such.
 - (b) Employees must not be required to work during such breaks as a matter of routine practice unless mutually agreed at the local level.
 - (c) Should an employee be required to work during such breaks, the period when the employee has been required to work becomes payable as overtime provided the employee has completed the total ordinary work time of the shift, unless the employee is permitted to finish duty early on the same shift for such period.
- (xii) Changing time totalling ten minutes per shift to count as working time is to be allowed to nurses not permitted to travel in their work clothes.
- (xiii) In addition to any other rest period and meal break, employees who are lactating will be entitled to two paid breaks of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the employer will provide access to suitable facilities for such purpose.
- (xiv)
- (a) Except in cases of emergency, an employee will not be employed on night duty for a longer period than four consecutive weeks, unless agreed otherwise between an employee and local nursing management.
 - (b) Except in cases of emergency, after having served a period of night duty, an employee will serve an equivalent period of time off night duty before again undertaking a period of night duty unless agreed otherwise between an employee and local nursing management.
 - (c) Except in cases of emergency, an employee will not be required to perform night duty against their wishes during a period of one week prior to any formal end-of-semester examination in any course of study which has been accepted by her/his employer as meeting the requirements for the grant of study time.
 - (d) This subclause will not apply to an Assistant Director of Nursing, a Nursing/Midwifery Unit Manager or to a registered nurse/midwife in charge as the case may be, who is employed permanently in charge at night.
- (xv) Except in cases of emergency, an employee changing from night duty to day duty or from day duty to night duty will be free from duty during the 20 hours immediately preceding the commencement of the changed duty.
- (xvi)
- (a) Each employee will be free from duty for not less than two full days in each week or four full days in each fortnight and no duties will be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by any evening shift or a night shift unless the employee is rostered on the same shift, ie. evening shift or night shift, as the case may be, immediately upon his or her return to duty after days off, except by agreement between the employee and the local nursing management. An evening shift will be one which commences at or after 1pm and before 4pm.

- (b) An employee at his or her request, may be given time free from duty in one or more periods but no period will be less than one full day.
 - (c) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.
- (xvii)
- (a) Employees may be required to remain on call. Any such time on call will not be counted as time worked (except in so far as an employee may take up actual duty in response to a call) but will be paid for in accordance with clause 12, Special Allowances. Provided, however, no employee will be required to remain on call whilst on leave or the day before entering upon leave.
 - (b) Except as hereafter provided, no employee will be required to remain on call whilst on a rostered day off or from the completion of the employees' shift on the day preceding a rostered day off.
 - (c) Paragraph (b) will not apply where in extreme circumstances (which shall be agreed between the employer and the Head Office of the Association) it is necessary for a public hospital or public health organisation in order to ensure the provision of services, to place staff on call on rostered days off.
- (xviii) An employer will not alter the period over which the ordinary hours of work of employees are balanced except upon giving one month's notice of his intention so to do to the Industrial Registrar and to the Association.

4A. Multiple Assignments

- (i) Multiple assignments exist when an employee has more than one position under this award within the New South Wales Health Service. Each of these positions are referred to in this clause as "assignments".
- (ii) Where an employee has multiple assignments with different ordinary rates of pay, the employee will be paid in relation to the ordinary hours worked in each separate assignment at the ordinary rate of pay applicable to that assignment.
- (iii) Where an employee has multiple assignments in the same classification, the employee will progress from one increment (year step) to the next increment after the employee has completed the full time equivalent of one year in the increment having regard to the work performed in all assignments. Further, an employee must complete a minimum of one calendar year in an increment before progressing to the next increment. Where an employee has multiple assignments in different classifications, the employee's service in the higher classification will count for the purposes of incremental progression in the lower classification. However, service in the lower classification will not count for the purposes of incremental progression in the higher classification.
- (iv) With the exception of subclause (iii) above, this clause does not apply to employees who have multiple casual assignments only. The Award provisions are to apply separately to each casual assignment.

Multiple Assignments Within a Single Public Health Organisation

- (v) The following provisions apply to employees with two or more assignments within a single Public Health Organisation:
 - (a) The work performed in each of an employee's assignments will be aggregated for the purposes of determining all of the employee's entitlements under this award.

Hours, Additional Days Off and Overtime

- (b) The combined total number of ordinary hours worked under an employee's multiple assignments will not exceed the hours of work as set out in clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education.
- (c) Where the combined total number of ordinary hours worked under an employee's multiple assignments is equivalent to those set out in paragraph (i)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for day workers or paragraph (ii)(a) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, for shift workers they will be considered as a full time employee for the purposes of the Award and:
 - 1. that employee is entitled to additional days off in accordance with subclause (iii) of clause 4, Hours of Work and Free Time of Employees Other than Directors of Nursing and Area Managers, Nurse Education, and
 - 2. paragraph (ii)(a) of clause 25, Overtime, will apply for the purposes of overtime.
- (d) Where the combined total number of ordinary hours worked under an employee's multiple assignments is less than those set out in subclause (c) of this subclause:
 - 1. paragraph (ii)(b) of clause 25, Overtime, will apply for the purposes of overtime, and
 - 2. all ordinary hours and additional hours paid at ordinary rates in each assignment will be aggregated for the purposes of paragraph (ii)(b) of clause 25, Overtime, and treated as if it were worked under a single assignment.
- (e) Where an employee is employed in an assignment as a Nurse/Midwife Manager classified at Grade 4 or above and paragraphs (xi)(a) - (c) of clause 25, Overtime, do not apply;
 - 1. subparagraphs (c)(2) and (d)(1) of this subclause will not apply to time worked in that assignment provided that,
 - 2. ordinary hours worked in that assignment will be counted for the purposes of determining whether the employee has worked beyond 38 hours in any week.
- (f) The rostering of additional days off will be co-ordinated between the employee's line managers to ensure that the additional days off are proportionately rostered across the employee's assignments. Where an employee has multiple assignments with different ordinary rates of pay, the additional day off will be paid at the rate of pay relevant to the assignment in which it is rostered.
- (g) Where an employee has multiple assignments with different ordinary rates of pay, the rate of pay used to determine the additional hours or overtime payable will be the rate applicable to the assignment which generated the additional hours or overtime.
- (h) Where overtime is compensated by way of time off in lieu as set out in subclause (iv) of clause 25, Overtime, that time off in lieu must be taken in the assignment which generated the overtime.
- (i) Employees who are in full time or part time assignments cannot be engaged on a second or further assignment as a casual employee under the Award. Any additional hours worked by such employees are to be remunerated in accordance with paragraphs (c) or (d) of this subclause.

Temporary Employees

- (j) Where an employee has an assignment to which Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, applies, the allowance referred to at subclause (ii) of Part III - Temporary Employees of clause 29, Part-Time, Casual and Temporary Employees, will only apply to hours worked in that assignment. While ever the allowance is paid, the provisions of paragraphs (m) and (n) of this subclause will not apply to the temporary assignment

provided that subclause (iii) of Part III - Temporary Employees, of clause 29, Part-Time, Casual and Temporary Employees, applies to a temporary assignment in relation to annual leave.

Employees engaged as part-time employees as at 30 June 1986

(k) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. after the date this clause was inserted into the Award the employee commences in a second or further permanent part time assignment and their combined total number of ordinary hours worked in all assignments is less than those set out in subclause (c) of this subclause;

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, will cease to apply and the employee will be a permanent part time employee for the purposes of the Award.

(l) Where an employee:

1. has elected to receive the benefits set out in subclauses (ii)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, in relation to an assignment, and
2. his/her combined total number of ordinary hours worked in all assignments is equal to or more than those set out in paragraph (c) of this subclause,

subclauses (i)-(iv) of Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, will not apply to any of their assignments.

Leave

- (m) All ordinary hours worked by an employee in multiple assignments will count towards determining the employee's leave entitlements.
- (n) Employees with multiple assignments will be entitled to take all forms of leave in any of their assignments. That is, leave accrued by an employee through work performed in one assignment, can be taken by that employee in their other assignment/s. Service in all assignments will be recognised for the purposes of paragraph (i)(a) of clause 37, Sick Leave.
- (o) Where an employee has multiple assignments with different ordinary rates of pay, the employee will be paid for leave taken at the rate of pay relevant to the assignment in which the leave was taken or rostered.
- (p) Where an employee's combined total number of ordinary hours worked in their multiple assignments is equivalent to those set out in subclause (c) of this subclause, and that employee is required to work their ordinary hours on a seven day basis, they will be entitled to six weeks annual leave in accordance with paragraph (i)(a) of clause 30, Annual Leave.
- (q) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
- (r) Where an employee's assignment is terminated but the employee remains employed under another full time or part time assignment, that employee will not be paid out the monetary value of the annual leave or long service leave accrued in the terminated assignment.

Disclosures, Notifications and Approvals

- (s) Employees must, at the time they apply for any second or further assignment, disclose in writing that they are already employed by NSW Health and provide details of that assignment including:
 - 1. the position/s currently held
 - 2. the facility in which the existing position/s are worked
 - 3. the classification/s under which they are engaged in each position
 - 4. the number of ordinary hours worked in each position
 - 5. any regular additional hours or overtime that is worked in each position
 - 6. whether the position/s is worked according to a set roster and if so, the details of that roster arrangement; and
- (t) Prior to accepting an offer for a second or further assignment, employees must provide to their current manager details of that proposed assignment including:
 - 1. the position they have applied for
 - 2. the facility in which the proposed new assignment is to be worked
 - 3. the classification under which they would be engaged in the new assignment
 - 4. the number of ordinary hours to be worked in the proposed assignment
 - 5. whether the position is to be worked according to a set roster and if so, the details of that roster arrangement.
- (u) A Public Health Organisation may elect on reasonable grounds to withhold the approval of a second or further assignment to employees who are already employed in another assignment.
- (v) Before accepting any change in roster or undertaking additional hours or overtime that will impact on another assignment, employees who hold multiple assignments must notify their current manager of the details of their next shift in either assignment. Managers must not change rosters or require employees to work additional hours or overtime where these will impact on the employee's roster in the other assignment (for example by generating overtime) without first consulting the manager of the other assignment/s. (By way of example, if an employee is requested by Manager 1 in Assignment 1 to undertake additional hours in Assignment 1 that may impact on the roster in Assignment 2, the employee must notify Manager 1 of the impact. Manager 1 must not change rosters/hours that impact on Assignment 2 without first consulting Manager 2.)

Multiple Assignments Across Different Public Health Organisations

- (vi) Assignments in different Public Health Organisations will be regarded as entirely separate for all purposes under the Award, including the accrual and taking of leave. The only exceptions are the provisions of subclause (iii) of this clause (regarding incremental progression) and:
 - (a) At the time an employee commences an assignment in another Public Health Organisation the employee's accrued leave will be apportioned across their assignments (for example, a 0.6 full time equivalent Registered Nurse who commences another 0.4 full time equivalent assignment in another Public Health Organisation will have 60% of their leave accruals allocated to the former assignment and 40% to the latter assignment) unless prior to commencing the new assignment the employee elects that this apportioning does not occur. After this apportioning, leave accrues separately in each assignment, based on the hours worked in each assignment. The employer will notify the employee of their right to make this election prior to the apportioning taking place.
 - (b) Employees who have multiple assignments across different Public Health Organisations at the time this clause was inserted into this award may elect to apportion their accrued leave across their assignments.
 - (c) Service in all assignments will be aggregated for the purposes of calculating long service leave and family and community service leave entitlements.

- (d) Service in all assignments will be recognised for the purposes of entitlements under clause 34, Maternity, Adoption and Parental Leave.
- (e) Where an employee terminates an assignment, any leave credits that are held against that assignment will be transferred to the remaining assignment/s.
- (f) If prior to the introduction of this clause and/or the Staff Link payroll system an employee received additional days off and/or overtime in accordance with subclause (ii) of clause 25, Overtime, that employee will continue to receive those benefits until one of the assignments is terminated.
- (g) Where an employee has three or more assignments, one or more of which are in different Public Health Organisations, subclause (v) of this clause will apply to those assignments which are within a single Public Health Organisation.

Changes to the composition of Public Health Organisations

- (vii) The employer and the Association agree to review this clause in the event that the boundaries of any Public Health Organisation change.
- (viii) Where any change to the boundaries of any Public Health Organisation causes an employee's multiple assignments to which subclause (v) of this clause previously applied to then be subject to subclause (vi) of this clause, subclause (v) of this clause will continue to apply (to the exclusion of subclause (vi) of this clause) to those assignments until one of them is terminated.

5. Pilot Roster Projects

- (i) Notwithstanding any other provision of this award, Pilot Roster Projects for the purposes of trialling flexible roster practices may be implemented on the following basis:
 - (a) The terms of the Pilot Roster Project will be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association will not unreasonably refuse to agree to, or unreasonably delay in responding to, a Pilot Roster Project proposed by an employer. Provided further that where a Pilot Roster Project is proposed by the Association or nurses and the employer does not agree to introduce a Pilot Roster Project in the terms proposed, the employer will provide its reasons in writing to the Association or the nurses concerned.
 - (b) The terms will include
 - (1) the duration of the project; and
 - (2) the conditions of the project; and
 - (3) the award provisions required to be overridden in order to implement the project; and
 - (4) review mechanisms to assess the effectiveness of the project.
 - (c) Whilst the Pilot Roster Project is being conducted according to its terms, the employer will not be deemed to be in breach of the award by reason alone of implementing the project.
 - (d) Any purported Pilot Roster Project which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer will be able to claim the benefit of paragraph (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Ministry.

- (iii) Pilot 12 hour shift systems in place as at 1 July 2008 will continue to operate in accordance with the provisions of the relevant pilot agreement.
- (iv) From 1 July 2008, new 12 hour shift systems may be implemented in a ward, unit or operational area according to the provisions of subclause (v) without the requirement for a pilot. The Association will be advised in writing by the employer of the intention to introduce such new systems no later than four weeks prior to the proposed date of commencement, to enable consultation with all potentially affected employees.
- (v) The following provisions will apply to new 12 hour shift systems commencing on or after 1 July 2008:
 - (a) Participation in a 12 hour shift system will be voluntary. Alternative shift provisions must remain available for staff who do not agree to participate in a 12 hour shift system.
 - (b) The ordinary hours of work for each full time employee will be 228 hours balanced over a six week period. The hours will be worked as 19 x 12 hour shifts. The ordinary guaranteed hours of work for each part time employee will be balanced over a six week period. The hours will be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer; or

The ordinary hours of work for each full time employee will be 152 hours balanced over a four week period. The hours will be worked as 12 x 12 hour shifts and one x eight hour shift. The ordinary guaranteed hours of work for each part time employee will be balanced over a four week period. The hours will be worked as either 12, 10 or eight hour shifts as agreed between the employee and the employer.
 - (c) Payment for full time employees will be for 76 hours per pay period at the appropriate hourly rate for each employee. Payment for part time employees will be the actual number of hours worked per pay period.
 - (d) The day shift may have a span of up to 12.5 hours and will include one half hour unpaid meal break and two x 20 minute paid tea breaks.
 - (e) The night shift may have a span of up to 12.5 hours and will include one thirty minute unpaid meal break and a further one hour paid break or two x 30 minute paid breaks.
 - (f) The maximum number of consecutive shifts will be three. Except that an employee may be rostered for four consecutive shifts once in each six week cycle at the request of the employee.
 - (g) Employees will not be rostered on single days off unless it is at the request of the employee.
 - (h) The minimum break between shifts will be 11.5 hours.
 - (i) Rosters should reflect an equitable distribution of day, night and weekend shifts among employees participating in the 12 hour shift system. No more than 50% of shifts in the roster cycle should be night shift unless otherwise agreed between the employee and the unit manager.
 - (j) No overtime will be worked in conjunction with a 12 hour shift.
 - (k) Any 12 hour shift being replaced by either casual or agency staff will cover the full span of the shift.
 - (l) An individual employee will have the right to withdraw from the 12 hour shift system. An employee wishing to withdraw from the 12 hour shift system will provide a period of notice equivalent to the roster period. In the case of demonstrated pressing necessity, a minimum of two weeks' notice will be required, or such lesser period of time as may be agreed to by the public health organisation.
 - (m) Where a 12 hour shift system is in place management will be entitled to consider whether continuation of the system in that ward, unit or operational area remains appropriate. Where

management determines after consultation with affected employees to cease a 12 hour shift system, three months' notice of the intended cessation will be given to employees.

6. Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in organisation, structure, health service delivery, or technology that are likely to have significant effects on employees covered by this award, the employer will notify the Association and employees who may be affected by the proposed changes. Discussions will commence as soon as practicable after such decision has been taken.
- (b) "Significant effects" includes:
 - i. termination of employment;
 - ii. major changes in the composition, operation or size of the employer's workforce or in the skills required;
 - iii. changes in employment and/or promotional opportunities or job tenure for a class or group of employees;
 - iv. the alteration of hours of work for a class or group of employees; or
 - v. the need for training or transfer of a class or group of employees to other work or location, and the restructuring of jobs.
- (c) The employer will discuss with the employees affected and the Association, inter alia, the introduction of the changes referred to in subclause (a) above, the effects the changes are likely to have on employees and any measures proposed by the employer to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.
- (d) For the purpose of such discussion, the employer will provide to the employees concerned and the Association all relevant information about the changes including the nature of the changes proposed and the expected significant effects of the changes on employees. Provided that the employer will not be required to disclose confidential information, the disclosure of which would adversely affect the employer, Ministry or Director-General of Health; or is an exempt matter under the *Government Information (Public Access) Act 2009 (NSW)* (the GIPA Act).
- (e) The provision of communication during maternity, adoption or parental leave is in accordance with Part E, Communication During Leave, of Clause 34 Maternity, Adoption and Parental Leave.
- (f) With respect to occupational health safety matters as referred to in the *Work Health and Safety Act 2011 (NSW)*, the provisions of that Act apply, and specifically the provisions under Section 47, "Duty to consult workers", as varied from time to time.

7. Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education

- (i) A Director of Nursing or Area Manager, Nurse Education will be free from duty for not less than 9 days in each twenty-eight consecutive days and such days free from duty may be taken in one or more periods.
- (ii) If any of the days mentioned in subclause (i) of this clause cannot be taken by reason of emergency, such day or days will be given and taken within 28 days of becoming due.
- (ii) A Director of Nursing or Area Manager, Nurse Education will, where practicable, inform his or her employer giving not less than 7 days' notice of the days he or she proposes to be free from duty; provided that such days will be subject to the approval of the employer, and such approval will not be unreasonably withheld.

8. Rosters

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, will be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster will be displayed at least four weeks prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the public hospital or public health organisation to be carried on where another employee is absent from duty on account of illness or in an emergency: Provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof will be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster must be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with clause 4, Hours of Work and Free Time of Employees other than Directors of Nursing and Area Managers, Nurse Education, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters must be retained for at least six years.

9. Salaries

- (i) The minimum salaries per week to be paid to employees will be as set out in Table 1 of Part B.
- (ii) An Enrolled Nurse without medication qualification or Enrolled Nurse without medication qualification - Special Grade who has the notation "does not hold a Board approved qualification in medicines administration" removed from their registration will be classified and paid as an Enrolled Nurse or Enrolled Nurse Special Grade respectively from the commencement of the first full pay period following the removal of such notation.

Provided that an Enrolled Nurse 1st year will not progress to Enrolled Nurse 2nd year until completion of twelve months' service at the 1st year rate (or for part time employees the full time equivalent of 1,982 hours), and to the 3rd year rate until completion of twelve months' service at the 2nd year rate (or for part time employees the full time equivalent of 1,982 hours), and so on throughout the scale.

- (ii) Provided that a Nurse/Midwife Practitioner will not progress or be appointed to Nurse/Midwife Practitioner Year 3 until completion of twelve months service at the Year 2 rate and to the Thereafter rate until completion of twelve months service at the Year 3 rate. Accordingly, a Nurse/Midwife Practitioner cannot be appointed directly to Nurse/Midwife Practitioner Year 3 and Thereafter.

10. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 9, Salaries, as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 51, Salary Packaging, of this award may be made up to one hundred (100) per cent of the salary payable under the salaries clause, or up to one hundred per cent of the currently applicable superable salary, whichever is the lesser.

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

- (ii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to

superannuation payments, HECS payments, child support payments, judgment debtors/garnishee orders, union fees and private health fund membership fees.

- (iii) Where the employee has elected to sacrifice a part or all of the available payable salary to additional employer superannuation contributions:
 - (a) The employee will be provided with a copy of the signed agreement. The salary sacrifice agreement will be terminated at any time at the employee's election and will cease upon termination of the employee's services with the employer.
 - (b) Subject to Australian Taxation Law, the amount of salary sacrificed will reduce the salary subject to appropriate PAYE taxation deductions by the amount sacrificed; and
 - (c) Any allowance, penalty rate, overtime, payment for unused leave entitlements, weekly worker's compensation, or other payment, other than any payment for leave taken in service, to which an employee is entitled under this award or any applicable award, act or statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee under the salaries clause in the absence of any salary sacrifice to superannuation made under this award.
- (iv) The employee may elect to have the specified amount of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* (NSW) as optional employer contributions; or
 - (b) subject to the employer's agreement, paid into private sector complying superannuation scheme as employer superannuation contributions.
- (v) Where an employee elects to salary sacrifice in terms of subclause (iv) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (vi) Where the employee is a member of a superannuation scheme established under:
 - (a) the *Police Regulation (Superannuation) Act 1906* (NSW);
 - (b) the *Superannuation Act 1916* (NSW);
 - (c) the *State Authorities Superannuation Act 1987* (NSW);
 - (d) the *State Authorities Non-contributory Superannuation Act 1987* (NSW); or
 - (e) the *First State Superannuation Act 1992* (NSW).

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

- (vii) Where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with their employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (vi) above, the employer will continue to base contributions to that fund on the salary payable under clause 9, Salaries, of the award to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.

11. Leave for Matters Arising from Domestic and Family Violence**A. Definitions**

- (i) Domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern behaviour.
 - (a) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
 - (b) A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
 - (c) Domestic and family violence behaviours can include, but are not limited to:
 - physical and sexual violence
 - verbal abuse and threats
 - emotional or psychological abuse
 - financial abuse
 - social and geographical isolation
 - stalking and intimidation
 - technology facilitated abuse
 - threats or actual harm to others, pets and/or property or
 - threats to be violent in the above ways

B. Leave for Matters arising from Domestic and Family Violence

- (i) The definition of domestic and family violence is in Part A of this clause.
- (ii) Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- (iii) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- (iv) Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- (v) Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - (a) seeking safe accommodation or establishing safety;
 - (b) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (c) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (d) organising alternative care or education arrangements for their children or person(s) in their care;
 - (e) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or

- (f) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- (vi) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.
- (vii) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- (vii) The employer should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- (ix) Evidence of the occurrence of domestic and family violence may include:
 - (a) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (b) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (c) a medical certificate;
 - (d) a statutory declaration by the employee experiencing domestic and family violence; or
 - (e) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- (x) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- (xi) The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave:
 - (a) Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
 - (b) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.
- (xii) Employers must keep personal information about domestic and family violence (including information about support provided by the Employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
 - (a) payslips,
 - (b) the employee's personnel file, or
 - (c) rosters.
- (xiii) Any information regarding an employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.
- (xiv) Employers must not take adverse action against an employee because they:

- (a) have experienced, or are experiencing, domestic and family violence;
 - (b) use the paid domestic and family violence leave provisions; or
 - (c) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.
- (xv) The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.
- C. Leave for employees providing support to people experiencing domestic and family violence
- (i) Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:
 - (a) Family and Community Service Leave (Part A of Clause 32, Family and Community Services Leave and Personal/Carers' Leave); or
 - (b) Sick Leave to Care for the Person Concerned (Part B of Clause 32, Family and Community Services Leave and Personal/Carers' Leave).
 - (ii) The “family” or “household” member that the employee is providing care and support to must meet the definition of these terms, as referred to at:
 - (a) Family and Community Service Leave (Part A of Clause 32, Family and Community Services Leave and Personal/Carers' Leave); or
 - (b) Sick Leave to Care for the Person Concerned (Part B of Clause 32, Family and Community Services Leave and Personal/Carers' Leave).
 - (iii) If the employer needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with provisions under clause 32, Family and Community Services Leave and Personal/Carers' Leave, of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.
 - (iv) Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

12. Special Allowances

- (i)
 - (a) A registered nurse in charge of a public hospital of not more than 100 beds during the day, evening or night in the absence of a senior nurse will be paid, in addition to his or her appropriate salary, whilst so in charge, the sum as set out in Item 1, of Table 2 of Part B per shift.
 - (b) This subclause will not apply to registered nurses holding positions of a higher grade than that of clinical nurse specialist.
- (ii)
 - (a) An employee required by his or her employer to be on call otherwise than as provided in (b) and (c) hereof will be paid the sum as set out in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.
 - (b) An employee required to be on call on rostered days off in accordance with paragraph (c) of subclause (xvii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will be paid the sum as set out in Item 3, of

Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

- (c) An employee who is directed to remain on call during a meal break will be paid an allowance as set out in Item 4, of Table 2 of Part B.
 - (d) Where an employee on call leaves the public hospital and is recalled to duty, he or she will be reimbursed all reasonable fares and expenses actually incurred provided that where an employee uses a motor car in these circumstances, the allowance payable will be the rate prescribed from time to time by the Ministry for a "casual" user. The provisions of this paragraph will apply to all employees.
- (iii)
- (a) Where a Director of Nursing is required by the public hospital to perform radiographic duties he/she will be paid in addition to his/her appropriate salary an allowance as set out in Item 5, of Table 2 of Part B per week.
 - (b) The allowance prescribed by paragraph (a) of this subclause will apply to an employee who relieves the Director of Nursing for a period of one week or more.
 - (c) An employee who is performing radiographic duties in the absence of the Director of Nursing for a period of less than one week will be paid in addition to his or her appropriate salary a daily allowance as set out in Item 6, of Table 2 of Part B, provided that the maximum allowance per week payable in accordance with this paragraph does not exceed the amount set in the said Item 6.
 - (d) The allowance prescribed by this subclause will be regarded as part of the salary for the purpose of this award.
- (iv) An employee required to wear a lead apron will be paid an allowance as set out in Item 7, of Table 2 of Part B for each hour or part thereof that he/she is required to wear the said apron. No employee will be required to wear a lead apron for more than one hour without being allowed a paid break of 10 minutes.
- (v) A registered nurse who is designated to be in charge of a ward or unit during day, evening or night shifts, when the Nursing/Midwifery Unit Manager is not rostered for duty, will be paid an allowance as set out in Item 8, of Table 2 of Part B per shift. Provided that the allowance will also be paid when the Nursing/Midwifery Unit Manager is rostered on duty if the day to day clinical management role for the shift is delegated to a designated registered nurse/midwife. Provided further that the allowance will also be paid in the absence of a Nurse/Midwife Manager in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vi) A registered nurse/midwife who is designated to be in-charge of a ward or unit when the Nursing/Midwifery Unit Manager is not rostered for duty and who is also designated to be in-charge of a public hospital of less than 100 beds during the day, evening or night on the same shift will be paid an allowance as set out in Item 9, of Table 2 of Part B per shift. Provided that this allowance will also be paid in facilities where the Nurse/Midwife Manager undertakes the functions usually carried out by a Nursing/Midwifery Unit Manager.
- (vii)
- (a) An employee who makes their services available and participates in an approved roster to provide emergency telephone counselling outside their normal rostered ordinary hours will receive the payments prescribed in paragraphs (b), (c) and (d) of this subclause.
 - (b) An employee rostered to be on call will be paid the sum as set in Item 2 of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate. Provided that an employee rostered on call on rostered days off will be paid the sum as set in Item 3, of Table 2 of Part B for each hour or part thereof with a minimum payment of eight hours at that rate.

- (c) If during such an on call period prescribed in paragraph (b) of this subclause an employee is required to provide telephone counselling to a client, such employee will be entitled to the following payment in addition to the payment in the said paragraph (b):
 - (1) An employee on call for telephone counselling for up to 8 hours and is required to provide telephone counselling, such employee is to be paid one hour at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - (2) An employee on call for telephone counselling for 8-16 hours and is required to provide telephone counselling, such employee is to be paid two hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
 - (3) An employee on call for telephone counselling for 16-24 hours and is required to provide telephone counselling, such employee is to be paid three hours at ordinary rates (excluding penalties). If an employee receives more than one call to provide telephone counselling, no additional payment is to be made.
- (d) An employee called out during the period of on call will be entitled to the prescriptions of clause 25, Overtime.
- (viii) An Enrolled Nurse or an Enrolled Nurse without medication qualification employed in the central sterile supply department of a public hospital, in possession of a Sterilising Technology Certificate issued by the Sterilising Research and Advisory Council of Australia will be paid an allowance as set out in Item 18 of Table 2 of Part B.
- (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift will be paid an allowance per shift as set out in Item 9(b), of Table 2 of Part B. This allowance will not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer will not use this provision on a permanent basis in place of appointing a Nurse Manager.

13. Continuing Education Allowance

- (i) An employee employed in the classification of Registered Nurse /Midwife (years 1 to 8), Clinical Nurse Specialist/Clinical Midwife Specialist, Nursing/Midwifery Unit Manager, Nurse/Midwife Manager Grade 1, Nurse/Midwife Manager Grade 2 or Nurse/Midwife Manager Grade 3 and above (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, will be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate listed in Schedule 2 will be paid an allowance of an amount set out in Item 20 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate will be paid an allowance of an amount set out in Item 21 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) will be paid an allowance of an amount set out in Item 22 of the said Table 2.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate will be paid an allowance of an amount set out in Item 23 of the said Table 2.
- (vi) An Enrolled Nurse or an Enrolled Nurse without medication qualification, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) in addition to the qualification leading to enrolment, will be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse or an Enrolled Nurse without medication qualification in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (vii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds a Certificate 4 qualification will be paid an allowance of an amount set out in Item 24 of the said Table 2.
- (viii) Subject to the provisions in subclause (vi) of this clause, an Enrolled Nurse or an Enrolled Nurse without medication qualification who holds an Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) qualification will be paid an allowance of an amount set out in Item 25 of the said Table 2.
- (ix) A Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, masters or doctorate in education or a clinical field in addition to the qualification leading to registration, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field in addition to the qualification leading to registration, will be paid a continuing education allowance, subject to the following conditions set out below:
 - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse/midwife in the duties of the position;
 - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
 - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification within three months of obtaining the qualification or within three months of commencing work in the relevant specialty, unless exceptional circumstances prevent this.
- (x) Subject to the provisions in subclause (ix) of this clause, a Clinical Nurse Educator/Clinical Midwife Educator who holds a post graduate diploma, degree, Masters or Doctorate in education or a clinical field, or a Clinical Nurse Specialist/Clinical Midwife Specialist Grade 2 who holds a post graduate diploma, degree, masters or doctorate in a clinical field, will be paid an allowance of the relevant amount set out at either Item 22 or 23 of the said Table 2.

- (xi) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
- (xii) The continuing education allowances will be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur.
- (xiii) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (iv) of clause 48, Disputes, of this award negotiations between the NSW Ministry of Health and the Association must occur prior to referral to the Industrial Relations Commission for determination.

14. Climatic and Isolation Allowances

- (i) Subject to subclause (ii) of this clause, persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified will be paid an allowance as set out in Item 10, of Table 2 of Part B per week, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows: commencing at Tocumwal and thence to the following towns in the order stated - namely Lockhart, Narrandera, Leeton, Peak Hill, Gilgandra, Dunedoo, Coolah, Boggabri, Inverell and Bonshaw.
- (ii) Persons employed in public hospitals or public health organisations in places situated upon or to the west of a line drawn as herein specified will be paid an allowance as set out in the said Item 10 per week, in addition to the salary to which they are otherwise entitled. The line will be drawn as follows: commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria), and then to the following towns in the order stated - namely, Hay, Hillston, Nyngan, Walgett, Collarenebri and Mungindi.
- (iii) Except for the computation of overtime, the allowances prescribed by this clause will be regarded as part of the salary for the purposes of this award.
- (iv) The allowances prescribed by this clause are not cumulative.
- (v) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty eight ordinary hours.

15. Penalty Rates for Shift Work and Weekend Work

- (i) Employees Working Afternoon or Night Shift Will be Paid the Following Percentages in Addition to the Ordinary Rate for Such Shift: Provided that Employees Who Work Less Than 38 Hours Per Week Will Only be Entitled to the Additional Rates Where Their Shifts Commence Prior to 6am Or Finish Subsequent to 6pm.

Afternoon shift commencing at 10am and before 1pm - 10%.

Afternoon shift commencing at 1pm and before 4pm - 12.5%.

Nightshift commencing at 4pm and before 4am - 15%.

Nightshift commencing at 4am and before 6am - 10%.

- (ii) "Ordinary rate" and "ordinary time" will not include any percentage addition by reason of the fact that an employee works less than 38 hours per week.
- (iii) For the purpose of this clause day, afternoon and night shifts will be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary working hours worked between midnight on Friday and midnight on Saturday at the rate of time and one half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in the preceding subclause (i) of this clause.

The foregoing paragraph will apply to employees who work less than 38 hours per week, but such employees will not be entitled to be paid in addition any allowance prescribed by clause 29, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.

- (v) The additional payments prescribed by this clause will not form part of the employee's ordinary pay for the purposes of this award, except as provided in clause 30, Annual Leave.
- (vi) This clause will not apply to Nurse/Midwife Managers classified Grade 4 or above.

16. Fares and Expenses

- (i) An employee required to travel in the performance of duty will be reimbursed first-class rail fares (including sleeper accommodation) and all reasonable out-of-pocket expenses.
- (ii)
 - (a) An employee who is engaged for an indefinite period and who remains in the employment for at least six months will be reimbursed forward fares from the place of engagement, provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres.
 - (b) An employee who is engaged for an indefinite period and who is dismissed within six months for any reason, other than misconduct or inefficiency will be reimbursed forward fares from the place of engagement; provided that the distance of normal travel there from to the employment exceeds 40 kilometres and will also be reimbursed return fares to such place of engagement or the employee's immediate destination whichever is the cheaper.
- (iii) An employee who is engaged for a definite period and who completes the period of engagement or who is dismissed before completing such period for any reason other than misconduct or inefficiency, will be reimbursed forward fares from the place of engagement provided that the distance of normal travel therefrom to the employment exceeds 40 kilometres and will be reimbursed return fares to such place of engagement or to the employee's immediate destination, whichever is the cheaper.
- (iv) Subclauses (ii) and (iii) of this clause will not apply to nurses travelling to a midwifery training school to enter upon midwifery training or to nurses travelling to a public hospital for post-graduate training.
- (v) Fares within the meaning of this clause will include only fares incurred in respect of travel within New South Wales.
- (vi) An employee who claims reimbursement of fares, pursuant to this clause, must provide to the employer, if so required, satisfactory proof that she or he has not received from another employer reimbursement in respect to those fares.

17. Special Rates and Conditions

- (i) In addition to the rates prescribed by clause 9, Salaries, the additional rates as set in Item 11, of Table 2 of Part B will be payable to the undermentioned employees of the Tibooburra and Ivanhoe District Hospitals: -

Registered Nurses/Midwives;

All Enrolled Nurse classifications; or

Assistants in Nursing.

(NOTE: These additional rates are compensation for overtime and adverse conditions.)

- (ii) In addition to the annual leave prescribed by clause 30, Annual Leave, the Director of Nursing and registered nurses at the Tibooburra District Hospital and Ivanhoe District Hospital will be allowed seven days leave of absence annually on full pay.
- (iii) All nurses employed by the Justice Health Service, nurses working in the Kestrel Unit, Morisset and Court Liaison Nurses employed by a Local Health District will be paid a special environmental allowance as set out in item 11A of Table 2 of Part B. Such allowance will be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates).and will be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees will be paid this allowance on a pro rata basis.
- (iv) All nurses employed by the Justice Health Service will be paid a productivity allowance as set out in item 11B of Table 2 of Part B. Such allowance will be considered as salary for all purposes of this award (including the calculation of overtime and penalty rates) and will be adjusted from time to time in accordance with any general wage movements in this award. Part time and Casual employees will be paid this allowance on a pro rata basis.

Air Ambulance Service

- (v) In addition to the weekly rate of pay prescribed by clause 9, Salaries, Flight Nurses will receive the sum in Item 19 of Table 2 of Part B as an industry allowance. This allowance will not form part of the normal wages in respect of overtime, shift penalties or penalties for weekends and public holidays. This allowance will not be payable on annual leave, long service leave or sick leave.
- (vi) Reserve Duty Allowance - A Flight Nurse required to stand by at a country centre outside normal rostered hours will be paid one-third of the normal hourly rate while so doing and while not engaged in actual duties.
- (vii) Unscheduled Stopovers - A Flight Nurse required to remain away from home overnight will be provided with accommodation and full board of a reasonable standard which will be paid for by the Ambulance Service.
- (viii) Each five hours during a tour of duty only, a meal allowance, as set out in subclause (ix) below will be paid unless a meal is provided.
- (ix) The allowance per meal will be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.

Team Leader

- (x) Payment of the Team Leader allowance provided for in the Health Professionals and Medical Salaries Award ceased to apply for employees covered by this award from 1 July 2008, except that nurses in receipt of such an allowance immediately prior to 1 July 2008 whose salary is in advance of the applicable rate under the NSW Health Service Health Professionals (State) Award continue to receive that allowance while occupying their existing role.
- (xi) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of health professionals in a community-based service whose annual salary is lower than the relevant salary set out in the NSW Health Service Health Professionals (State) Award for the Team Leader role will for all purposes be paid the difference between their salary and the applicable salary set out in the NSW Health Service Health Professionals (State) Award for the relevant Team Leader classification as follows:

- (a) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of up to five other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 3, Year 2.
- (b) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than five and less than 10 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 4, Year 2.
- (c) A registered nurse responsible for the leadership, guidance and line management of a multi-disciplinary team of more than 10 and less than 20 other full time equivalent health professionals or other technical staff or support staff providing clinical input in a community-based service will be paid the base salary applicable to Health Professional Level 5, Year 2.

18. Telephone Allowance

If an employee is required by his or her employer to have a telephone installed at his or her residence for the purposes of his or her employment, the employer will be responsible for the payment of -

- (a) the cost of installation of the telephone
- (b) three quarters of the cost of the rental of that telephone
- (c) the cost of all official calls.

19. Work Health and Safety for Employees of Contractors and Labour Hire Business

- (i) This clause arises from the Secure Employment Test Case 2006 (NSW). For the purposes of this subclause, the following definitions will apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work, health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW), as amended or replaced from time to time.
- (iv) Disputes regarding the application of this clause. Where a dispute arises as to the application or implementation of this clause, the matter will 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* (NSW) (or equivalent interstate legislation), as amended or replaced from time to time, and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

20. Mobility, Excess Fares and Travelling

For the purpose of this clause accustomed place of work will mean the location where an employee is regularly required to commence duty by the employer.

- (i) An employee will be required to proceed to the accustomed place of work and return home once on each ordinary working day or shift in the employee's own time and at the employee's own expense.
- (ii)
 - (a) Where an employee is directed to report for duty to a place of work other than the employee's accustomed place of work the employee will travel to and from the alternative place of work in the employer's time for those periods in excess of time normally taken to travel to and from the accustomed place of work.
 - (b) If the excess of travelling time on a particular day or shift is greater than the prescribed ordinary hours of duty for the particular category of staff for that day or shift, then the excess of hours, will be paid at the ordinary rate of pay to the extent of the excess of travelling time.
 - (c) Fares incurred by such employee in excess of the fares normally incurred in travelling to the employee's accustomed place of work and returning home from the accustomed place of work, will be reimbursed.
 - (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by their own mode of conveyance, the employee will be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed by Item 6 of Table 1 of the (ref clause 36.3) of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.
- (iii)
 - (a) Where an employer has determined that an employee or employees should report to a new accustomed place of work on a permanent basis, the decision must be discussed with the affected employee(s) and the local branch of the relevant union(s) prior to notice of changed accustomed place of work being given. An employer will only make such a determination where it is reasonable in all the circumstances to do so.
 - (b) The employer must give the employee reasonable notice of the requirement to report to a new accustomed place of work. For the purpose of this sub-clause, "reasonable notice" will be one calendar month prior to the date the employee is first required to report to the new accustomed place of work.

- (c) Where the accustomed place of work is changed on a permanent basis by the employer, the employee will report to the new accustomed place of work on the date specified by the employer.
 - (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health, which will discuss the matter with the appropriate union(s) and will determine the date upon which notice will be given to employee(s).
- (iv)
- (a) The provision of this clause will not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in (b) hereunder.
 - (b) If a reliever incurs fares in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day in travelling to and from the relief site, the excess will be reimbursed.
 - (c) Where a reliever, with the prior approval of the employer, travels by their own mode of conveyance and incurs travelling costs in excess of the amount as set in Item 12 of Table 2 - Other Rates and Allowances per day to and from the relief site, such excess will be reimbursed. The rate applicable will be the kilometre allowance prescribed by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.
- (v) No payment will be made under this clause unless the employer is satisfied that the employee has incurred additional expenditure in having to report to an alternative place of work, at the direction of the employer.
- (vi) Travel to an alternative place of work, either by public transport or own mode of conveyance, must in all instances be by the most direct route.

21. Car Allowance

An employee who, with the approval of the Chief Executive Officer or their nominee, uses on official business a motor vehicle maintained primarily for other than official business, will be paid an allowance based on the rates prescribed by Item 6 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.”

22. Provision of Communication Device

An employee who is required to visit clients away from a secure working environment will, during the performance of such duties, be provided with a suitable and effective communication device. The provision of this equipment is intended to improve service delivery, together with enhancing the safety and wellbeing of the employee.

23. Uniform and Laundry Allowances

- (i) Subject to subclause (ii) of this clause, sufficient, suitable and serviceable uniforms, including one pair of shoes per annum which must be of a recognised acceptable standard for the performance of nursing duties, shall be supplied free of cost to each employee required to wear a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied will not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) An employee, on leaving the service of an employer, must return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.

(iii)

- (a) In lieu of supplying uniforms and shoes to an employee, an employer will pay the said employee the sum as set out in Item 13 of Table 2 of Part B per week, which includes a sum as set in the said Item 13 per week for shoes. Provided, however, that if a uniform includes a cardigan or jacket an additional amount as set in the said Item 13 per week will also be paid.
- (b) The allowances prescribed in this subclause continue to be payable during any period of paid leave.

(iv)

- (a) If, in any public hospital or public health organisation, the uniforms of an employee are not laundered at the expense of the employer, an allowance as set out in Item 14, of Table 2 of Part B per week will be paid to the said employee. Provided that this allowance is not payable during any period of leave which exceeds one continuous week.
- (b) This allowance is also payable to employees providing direct clinical care and who are not required to wear a uniform.

(v) Where the employer requires any employee to wear headgear, the employer will provide headgear free of charge to the employee.

(vi) Each employee whose duties regularly require them to work outdoors will be supplied with a suitable waterproof coat, hat and overboots. Sufficient waterproof clothing will be made available for use by other employees who in the course of their duties are exposed to wet weather.

(vii) The Ambulance Service will provide for each employee sufficient suitable and serviceable uniforms, including the following articles of clothing:

(a) For female employees:

- 1 Uniform Jacket
- 3 Culotte Mid-weight Skirts
- 2 Winter weight Culotte Skirts
- 3 Slacks
- 4 Blouses (2 long sleeve, 2 short sleeve)
- 1 Pair of Shoes
- 1 Handbag
- 1 Cardigan
- 1 Raincoat
- 1 Parka

(b) For male employees - The equivalent items of clothing of the NSW Ambulance Service officers' uniform will be provided.

24. Higher Grade Duty

- (i) An employee who is called upon to relieve and does relieve an employee in a higher classification or is called upon to act and does act in a vacant position of a higher classification for a continuous period of at least five working days will be entitled to receive for the period of such relief or acting, the minimum payment for such higher classification. The employer will not rotate the performance of higher grade duty so as to avoid payment for performance of the higher grade duty in this manner.
- (ii) Where an employee acts in a vacant management position covered by this award continuously for more than six months, the employee will be deemed to be appointed to that position until such time as another appointment is made by the employer, or the employer determines that the management position will no longer be occupied. The employer will have appropriate regard to the sharing of acting arrangements

for developmental purposes and equitable treatment of employees, but the employer shall not rotate duties in such a manner as to avoid the intentions of this subclause.

25. Overtime

(i)

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

(ii)

- (a) Subject to paragraph (b) of this subclause all time worked by employees in excess of the rostered daily ordinary hours of work will be overtime and will be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays will be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (b) Employees employed pursuant to Part 1 of clause 29, Part Time, Casual and Temporary Employees, (i.e. Permanent Part-Time Employees) will be entitled to payment for overtime in accordance with the arrangements set out in NSW Health Policy Directive PD2018_033 Nurses and Midwives - permanent part-time - overtime provisions for on call roster, as amended from time to time. Overtime will be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (iii) An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate rate each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.
- (iv) In lieu of the conditions specified in subclauses (ii) and (iii) of this clause, a nurse who works overtime may be compensated by way of time off in lieu of overtime, subject to the following requirements:
 - (a) Time off in lieu must be taken within three months of it being accrued at ordinary rates.
 - (b) Where it is not possible for a nurse to take the time off in lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Nurses cannot be compelled to take time off in lieu of overtime.

- (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of quality of service that would otherwise have been provided had overtime been worked, is in fact provided.
- (e) Records of all time off in lieu owing to nurses and taken by nurses must be maintained.
- (v) An employee required to work overtime following on the completion of his or her normal shift for more than two hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime; all such time will be counted as time worked. Provided that the benefits of this subclause will not apply to an employee employed pursuant to Part 1 of clause 29, Part-Time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed twenty minutes for the partaking of a meal and further twenty minutes after each subsequent four hours overtime; all such time will be counted as time worked.
- (vii)
 - (a) The meals referred to in subclause (v) and (vi) of this clause will be allowed to the employee free of charge. Where the employer is unable to provide such meals, or an employee so elects, an allowance per meal as calculated hereunder will be paid to the employee concerned.
 - (b) The allowance per meal will be the average of the allowances for breakfast, lunch and dinner as determined by Item 19 of Table 1 of the Department of Premier and Cabinet Circular C2022-08 Meal, Travelling and Other Allowances for 2021-22 and 2022-23, as amended or replaced from time to time.
- (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will apply.
- (ix) An employee who works so much overtime:
 - (a) between the termination of his or her ordinary work on any day or shift and the commencement of his or her ordinary work on the next day or shift that he or she has not had at least ten consecutive hours off duty between these times; or
 - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had ten consecutive hours off duty in the twenty-four hours preceding his or her ordinary commencing time on his or her next day or shift;

will, subject to this subclause, be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having had such ten consecutive hours off duty he or she will be paid at double rates until released from duty for such period and he or she then will be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

 - (c) The requirement for an employee to have at least ten consecutive hours off duty before or after overtime will be reduced to eight hours in the following circumstances:
 - (i) Where the employee and local nursing management have agreed to an eight hour break between each rostered shift;
 - (ii) Where an employee has exchanged the shift rostered before or after the overtime period with another employee.

- (d) Periods rostered on-call or periods attracting the prescriptions of paragraph (c) of subclause (vii) of clause 12, Special Allowances, regarding telephone counselling are to be regarded as forming part of the ten consecutive hours off duty pursuant to paragraphs (a) and (b) of this subclause.
- (x) Where an employee has been rostered to work overtime and is subsequently notified by the employer with less than 24 hours notice that the overtime has been cancelled, the employee will be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xi) This clause will not apply to Nurse/Midwife Managers classified at Grade 4 or above, except where all of the following criteria are met:
 - (a) the Nurse/Midwife Manager is employed in a small public hospital that does not employ Nurse/Midwife Managers to supervise the nursing/midwifery services on evenings, nights and/or weekends; and
 - (b) the Nurse/Midwife Manager is required to work overtime due to the public hospital having insufficient nursing/midwifery staff available to be rostered on duty at the relevant time; and
 - (c) the Nurse/Midwife Manager is required to work overtime in order to personally provide "hands on" clinical care of patients.

26. Escort Duty

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance on a patient, will be paid as working time under this award. Where applicable, overtime will be payable.
- (ii) All reasonable out of pocket expenses will be reimbursed.
- (iii) Rostered time will be paid as such even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties:
 - (a) Periods in hotel/motel accommodation or waiting time for transport will not be counted as working time;
 - (b) Periods in travelling will count as working time.

27. Payment and Particulars of Salaries

- (i) All salaries and other payments will be paid fortnightly provided that payment for any overtime and/or shift penalties worked may be deferred to the pay day next following the completion of the working cycle within which such overtime and or shift penalties is worked, but for no longer. Provided further that any proposal to alter the day on which wages are to be paid or the number of days pay kept in hand by the employer, must be the subject of consultation with the Head Office of the Association.
- (ii) Employees will have their salary paid into one account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries will be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by no later than payday, provided that this requirement will not apply where employees nominate accounts with non-bank financial institutions which lack the technological or other facilities to process salary deposits within 24 hours of the employer making their deposits with such financial institutions but in such cases the employer will take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than payday.
- (iii) Notwithstanding the provisions of subclause (ii) of this clause, an employee who has given or has been given the required notice of termination of employment, in accordance with clause 45, Termination of Employment, will be paid all monies due to him/her prior to ceasing duty on the last day of

employment. Where an employee is summarily dismissed or his/her services are terminated without due notice, any monies due to him/her will be paid as soon as possible after such dismissal or termination but, in any case not more than three days thereafter.

- (iv) On each payday an employee, in respect of the payment then due, will be provided with a written or electronic statement containing the following particulars; employee's name, the amount of ordinary salary, the total number of hours of overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, and the amount of the deductions made from the total earnings and the nature thereof.
- (v) Underpayment and overpayment of salaries: The following process will apply once the issue of underpayment or overpayment is substantiated.
 - (a) Underpayment:
 - (i) If the amount paid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
 - (ii) If the amount is less than one day's gross base pay it will be rectified by no later than the next normal pay. However, if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
 - (b) Overpayment
 - (i) In all cases where overpayments have occurred, the employer will as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
 - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate will be at 10% of an employee's gross fortnightly base pay.
 - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
 - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subparagraph (b)(iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
 - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in paragraph (b)(iii) above, the Ministry will have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.
 - (vi) Subject to the provisions of subparagraphs (ii) and (iii) above, where the circumstances make it appropriate the Chief Executive of the Public Health Organisation or delegate may exercise discretion in regard to recovery of overpayments.

28. Registration Pending

An employee who has met the requirements and applied for registration as a Registered Nurse or Enrolled Nurse will, upon registration by the Board be paid as from the date of application for registration the salary to which she or he would have been entitled if registered as a Registered Nurse or Enrolled Nurse.

29. Part-Time, Casual and Temporary Employees**PART I****PERMANENT PART-TIME EMPLOYEES**

- (i) A permanent part-time employee is one who is permanently appointed by a public hospital or public health organisation to work a specified number of hours which are less than those prescribed for a full-time employee. Provided that employers must not utilise this provision in a manner which has the effect of subverting the intentions of the 38-hour week arrangements whereby full-time employees work on no more than 19 days in each 28 day roster cycle.
- (ii) The number of persons employed under Part 1 of this clause will be limited so that the proportion of a public hospital's permanent part-time nursing workforce, expressed in full-time equivalents, will not exceed 33 1/3 per cent of the public hospital's total nursing workforce, expressed in full-time equivalents. Provided that where the consent of the Association is first obtained, the figure of 33 1/3 per cent permanent part-time employees may be exceeded. Should the Association not consent to a higher percentage of permanent part-time employees at a public hospital, resort may be had to the dispute settling procedures provided for in clause 48, Disputes. The parties agree that they will take account of the Government's flexible work practices policy.
- (iii) Subject to subclause (iv) of this clause employees engaged under Part 1 of this clause will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances, but will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.
- (iv) Four weeks annual leave on ordinary pay is to be granted on completion of each twelve months service, The provisions of subclauses (v) to (xi) of clause 30, Annual Leave, and clause 31, Annual Leave Loading, will apply to employees engaged under Part 1 of this clause. The remaining provisions of clause 30, Annual Leave, will not apply.
- (v) A public holiday occurring on an ordinary working day will be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment will be made for a minimum of four hours work, and any balance of the day or shift not worked will be paid at ordinary rates. For employees who work less than five days per week, when a public holiday occurs on a day of the week on which an employee regularly works, that employee will be entitled to observe the public holiday without loss of pay, i.e. the employee's roster must not be changed to avoid payment of the public holiday.
- (vi) To the leave prescribed by subclause (iv) of this Part there will be added one working day for each public holiday or one-half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vii) For the purpose of this Part of this clause the following are to be public holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.
- (viii) In addition to those public holidays prescribed in subclause (vii) of this Part, there will be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is determined by the public hospital or public health organisation following consultation with the

Association. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.

- (ix) In this Part, ordinary pay, for the purposes of sick leave and annual leave, will be calculated on the basis of the average weekly ordinary hours worked over the 12 months' qualifying period.
- (x) Employees engaged under this Part will be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
- (xi) Where a permanent part-time employee has been rostered to work any additional shift and is subsequently notified by the employer with less than 24 hours' notice that the shift has been cancelled, the employee will be entitled to payment of four hours pay at ordinary time, i.e. at the employee's base rate of pay.
- (xii) A part time employee may elect to increase their contracted hours to reflect the average of the actual hours worked per fortnight in the preceding 12 month period (except in circumstances where the part time engagement has been specifically for the purpose of temporarily backfilling a position where the substantive occupant has been on extended leave). The employer will not unreasonably withhold agreement to this request.
- (xiii) A part time employee may elect to convert to full time status. The employer will not unreasonably withhold such agreement to this request.

PART II

CASUAL EMPLOYEES

A. General Provisions

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by clause 9, Salaries, plus 10 per centum thereof, with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowances prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to a casual employee the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling, clause 55, Learning and Development Leave and subclause (vii) of clause 38, Accommodation and Board, will not apply.

Further, casual employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education.

- (iv) For the entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* (NSW).
- (v) A casual employee who is required to and does work on a public holiday as defined in subclauses (iii) and (iv) of clause 30, Annual Leave, will be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee will not be entitled to be paid in addition the allowance of 10 per centum prescribed in subclause (ii) of Part II in respect of such work.
- (vi) Where a casual employee has been notified by an employer of a time to commence an engagement and that engagement is subsequently cancelled by the employer with less than two

hours' notice the casual employee must be paid a minimum payment of two hours calculated at the rate which would have applied had the cancellation not occurred.

- (vii) A casual employee must not be required to work more than 12 consecutive hours unless the casual employee consents to do so.

B. Casual Conversion

- (i) The objective of this subclause B, Casual Conversion, is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees. These provisions arise from the Secure Employment Test Case 2006 (NSW).
- (ii) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (iii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iv) Any casual employee who has a right to elect under paragraph (ii), upon receiving notice under paragraph (iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (v) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (vi) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vii) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (iv), the employer and employee will, in accordance with this paragraph, and subject to paragraph (iv), discuss and agree upon:
 - (a) whether the employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW), as amended or replaced from time to time.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual

employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (viii) Following an agreement being reached pursuant to paragraph (vii), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (ix) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

PART III

TEMPORARY EMPLOYEES

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times.
- (ii) A temporary employee will be paid in addition to all rates and allowances to which the said employee is entitled under this award, an allowance equal to 10 per centum of the rates prescribed for his or her classification by clause 9, Salaries, of this award, provided that this subclause will cease to apply upon:
 - (a) the said period of engagement being extended after the said period of 13 weeks;
 - (b) the employer and the employee agreeing during the said period of 13 weeks, that the employee will be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* (NSW).

PART IV

SAVINGS PROVISIONS

- (i) Employees engaged as part-time employees as at 30 June 1986 will be entitled to exercise the option of receiving the benefits of employment specified in Part 1 of this clause or in lieu thereof the following:
- (ii) Such part-time employee will be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by clause 9, Salaries, plus 10 per centum thereof with a minimum payment of two hours for each start, and one thirty-eighth of the appropriate allowance prescribed by clause 23, Uniform and Laundry Allowances.
- (iii) With respect to such part-time employees, the provisions of clause 41, Deputy Directors of Nursing, Assistant Directors of Nursing; clause 7, Hours of Work and Free Time of Directors of Nursing and Area Managers, Nurse Education; clause 25, Overtime; clause 30, Annual Leave; clause 16, Fares and Expenses; clause 20, Mobility, Excess Fares and Travelling and subclause (vii) of clause 38, Accommodation and Board, of this award will not apply. Further, part-time employees will not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of clause 4, Hours of Work and Free Time of Employees Other Than Director of Nursing and Area Managers, Nurse Education.
- (iv) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944* (NSW).
- (v) Such part-time employee who is required to and does work on a public holiday as defined in subclause (iii) and (iv) of clause 30, Annual Leave, will be paid for the time actually worked at the rate of double

time and one half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; Provided that a part-time employee will not be entitled to be paid in addition the allowance of 10 per cent prescribed in subclause (ii) of this Part in respect of such work.

- (vi) The provisions of subclauses (i) and (ii) of clause 33, Long Service Leave, of this award will not apply to such part-time employees who will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).

30. Annual Leave

- (i) Annual leave on full pay is to be granted on completion of each twelve months' service as follows:

- (a) Employees required to work on a seven day basis - six weeks annual leave.

- (b) All other employees - four weeks annual leave.

- (ii)

- (a) An employee to whom paragraph (a) of subclause (i) of this clause, applies and who is required to and does work on a public holiday will be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment will be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

- (b) To leave prescribed by paragraph (a) of subclause (i), there will be added one working day or one half working day for each public holiday or half public holiday (not being one of the 10 specifically named public holidays prescribed by subclause (iii) of this clause, or a substituted day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.

- (c) A public holiday occurring on an ordinary working day will be allowed to employees covered by paragraph (b) of subclause (i) on full pay; provided that an employee who is required to and does work on a public holiday will have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Where payment is made in lieu of leave in respect of the time worked on a public holiday, payment will be made for a minimum of four hours work, and any balance of the day or shift not worked will be paid at ordinary rates.

- (d) Where a public holiday falls on a rostered day off of a shift worker as defined in clause 3, Definitions, and who receives four weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker will be paid one day's pay in addition to the weekly rate or if the employee so elects will have one day added to the period of annual leave.

- (e) To the leave prescribed by paragraph (b) of subclause (i) there will be added one working day for each public holiday or one half working day of each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (d) of this subclause the provisions of this paragraph will apply to any public holiday falling during the period of annual leave.

- (iii) For the purpose of this subclause the following are to be public holidays viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the employee's usual workplace is situated.

- (iv) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur on a day in the Christmas-New Year period as determined by the employer following consultation with the Association, or other suitable day as agreed between the employer and the Association. Such public holiday will be regarded for all purposes of this clause as any other public holiday. This subclause will apply in substitution for any additional local public holiday or half public holiday proclaimed in a local government area.
- (v) An employee will be eligible for annual leave when 12 months have elapsed since the date on which the first annual leave would have begun if taken immediately it had become due, or if the employee has not previously had annual leave, since the commencement of employment.
- (vi) Annual leave will be given and taken either in one consecutive period or two periods, or if the employer and employee so agree, in either two, three, or four separate periods but not otherwise. Provided that up to five single days per year may be taken at times convenient to both the employer and the employee.
- (vii)
 - (a) Annual leave will be given and will be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed, by mutual agreement between the parties for a further period not exceeding six months.
 - (b) Nothing in this subclause will prevent an employer by agreement with the employee, from allowing annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave will not commence to accrue until the expiration of the 12 months in respect of which annual leave was taken before it accrued.
 - (c) The employer should give each employee, where practicable, three months notice of the date upon which he or she will enter upon leave and in any event, such notice must not be less than 28 days.
- (viii)
 - (a) Each employee before going on leave will be paid for the period of the leave at the ordinary rate of salary to which he or she is entitled under this award.
 - (b) For the purpose of this subclause "ordinary rate of salary" means the award salary without any deduction for accommodation and/or board, provided that the employer is entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, of this award, if the employee, having been requested by the employer to leave his or her room completely vacant during the period of annual leave, fails to do so.
 - (c) An employee to whom paragraph (a) of subclause (i) applies will be paid during the first 28 consecutive days whilst on annual leave his or her ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave. Additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if he or she had not been on annual leave.

Provided that, the provisions of the preceding paragraphs of this subclause will not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
- (ix) Except as provided in subclause (x) and (xi) of this clause payment for annual leave will not be made or accepted in lieu of annual leave.
- (x) Where the employment of an employee is terminated, the employee will be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one twelfth (6/46ths in respect of employees rostered to work on a seven day basis) of his or her ordinary pay for that period of employment together with payment for any days added to annual leave in

accordance with subclause (ii) of this clause and in calculating such payment no deduction is to be made for accommodation or board. Provided that this subclause will not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

(xi)

- (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

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

- (b) An employee entitled to additional annual leave under subclauses 30(i)(a), 30(xi)(a) or 17(ii) can elect at any time to be paid an amount equivalent to the value of accrued additional annual leave in lieu of taking the additional leave, provided also that salary for the period of additional leave paid out will be calculated as if the period of leave paid was actually taken.
- (c) On termination of employment, employees are to be paid for untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken leave due in accordance with subclause (x). Provided that this subclause will not apply to an employee who elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

31. Annual Leave Loading

Employees will be paid an annual leave loading in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

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

- (i) Family and Community Services ('FACS') Leave and Personal/Carer's Leave are separate, stand alone entitlements.
- (ii) FACS Leave and Personal/Carer's Leave are available to all part time and full time employees covered by this award in accordance with Parts A, B and D of this clause.
- (iii) FACS Leave and Personal/Carer's Leave are available to all casual employees covered by this award in accordance with Part C of this clause.

A. FACS Leave

- (iv) FACS leave - general

- (a) For the purpose of this clause relating to FACS Leave:

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

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

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

- (b) The appropriate Chief Executive or authorised delegate may grant FACS Leave to an employee:
- (1) to provide care and/or support for sick members of the employee's relatives or household; or
 - (2) for reasons related to the family responsibilities of the employee (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
 - (3) for reasons related to the performance of community service by the employee (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
 - (4) in a case of pressing necessity (e.g. where an employee is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).
- (v) FACS Leave replaces Compassionate Leave.
- (vi) An employee is not to be granted FACS Leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

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

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence, of this award, will be governed by the provisions of that clause.

(vii) FACS leave - entitlement

- (a) The maximum amount of FACS Leave on full pay that may be granted to an employee is:
- 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
 - 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS Leave already taken by the employee since 1 January 1995,
- whichever method provides the greater entitlement.
- (b) For the purposes of calculating entitlement, a working day for employees working an average of 38 hours per week in each roster cycle will be deemed to consist of 8 hours. The rate at which FACS Leave is paid out and utilised will be on actual hours absent from the rostered shift.
- (c) FACS Leave is available to part-time employees on a pro rata basis.

(viii) Additional FACS leave for bereavement purposes

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

(ix) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service, by the employee.

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

B. Personal/Carer's Leave

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

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

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

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

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

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

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

- (a) The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned; and the person concerned being as defined in subclause (x) of this clause.
- (b) An employee covered by the provisions of this clause with responsibilities in relation to a person who needs their care and support will be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (b) above, sick leave untaken from the previous three years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in paragraph (c) above.
- (e) The employee must, if required, establish either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.

- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
 - (g) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
 - (h) The employee should, 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 may notify the employer by telephone of such absence at the first opportunity on the day of absence.
 - (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.
- (xii) Use of other leave entitlements

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

- (a) annual leave, including annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties. An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
- (b) an employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
- (c) long service leave; or
- (d) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (x) above.

C. Casual Employee Entitlements

(xiii) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph (iv)(a) of this clause.
- (b) The employer and the employee should agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(xiv) Personal carers entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs (xi)(e)-(h) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (x) of this clause who is sick and requires care and support, or who require care due to an unexpected emergency or the birth of a child.
- (b) The employer and the employee should agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

D. Flexible Work Practice Alternatives to Using FACS or Personal/Carer's Leave

(xv) Time off in lieu of payment of overtime to care for the person concerned

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within 12 months of the said election, to care for the person concerned, as defined in subclause (x) above.
- (b) Overtime taken as time off during ordinary time will be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with (xv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the twelve month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with paragraph (xv)(a) above, the employee will be paid overtime rates in accordance with the provisions of clause 25, Overtime.

(xvi) Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided for in clauses 4, 5 and 7 of this award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate under clause 15, Penalty Rates for Shift Work and Weekend Work, of this award to the hours taken off.

33. Long Service Leave

(i)

- (a) Each employee will be entitled to two months long service leave on full pay after ten years' service; thereafter additional long service leave will accrue on the basis of five months long service leave on full pay for each ten years' service.

Employees with at least seven years' service are entitled, proportionate to their length of service, to a period of long service leave on the basis of two months' long service leave for ten years' service on full pay.

- (b) Where the services of an employee with at least five years' service and less than seven years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee, on account of illness, incapacity or domestic or other pressing necessity, he/she will be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

Where the services of an employee with at least seven years' service are terminated by the employer or by the employee, he or she will be entitled to be paid a proportionate amount for long service leave on the basis of two months' long service leave for ten years' service.

- (ii) For the purposes of subclause (i) of this clause -
- (a) "Service" will mean service:
- (1) as a full time and/or permanent part time employee in one or more hospitals, public health organisations, Local Health Districts or former NSW Area Health Services; and
 - (2) as a full time and/or permanent part time employee with any "government sector agency" (as defined by Schedule 2 of the Government Sector Employment Regulation 2014 (NSW), as amended from time to time, hereafter referred to as "the GSER") or any "Commonwealth or interstate agency" (as defined by Schedule 2 of the GSER as amended from time to time). In these instances, such service must meet the relevant provisions of transfer prescribed in the GSER for such service.
- (b) Service will 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 will include any period of leave without pay not exceeding six months taken after 12 March 1975;
 - (2) any period of part-time service arising from service under Part IV, Savings Provisions, of clause 29, Part-time Casual and Temporary Employees, except as provided for in subclause (x).
- (iii) An employee with an entitlement to long service leave, may elect to access their entitlement:
- (a) on full pay, or
 - (b) on half pay, or
 - (c) on double pay.
- (iv) When an employee elects to access their long service leave entitlement the following amounts of long service leave are to be deducted from the employee's long service leave entitlement:
- (a) for each period of long service leave taken on full pay - the number of days so taken,
 - (b) for each period of long service leave taken on half pay - half the number of days so taken,
 - (c) for each period of long service leave taken on double pay - twice the number of days so taken. This election is made on the basis that superannuation contributions for an employee who is a member of the State Authorities Superannuation Scheme or the State Superannuation Scheme will only be made for the period of the long service leave actually taken, i.e. contributions will be made at the single time rate.
- It is emphasised that the accessing of long service leave on the basis of either (a), (b) or (c) above is made by the employee's voluntary election.
- (v) When an employee elects to access their long service leave entitlement, other leave entitlements will accrue as follows:
- (a) for each period of long service leave taken on full pay - all other leave entitlements accrue at the employee's ordinary rate.
 - (b) for each period of long service leave taken on double pay - all other leave entitlements accrue at the employee's ordinary rate.

- (c) for each period of long service leave taken on half pay - annual leave entitlements accrue at half the employee's ordinary rate while all other leave entitlements accrue at the employee's ordinary rate.
- (d) This subclause will apply to new periods of Long Service Leave taken after 23 February 2011.
- (vi) If a public holiday occurs while an employee is taking long service leave, and but for the taking of the long service leave the employee would have worked, the amount of long service leave to be deducted is to be reduced by the public holiday.
- (vii) Long service leave will be taken at a time mutually arranged between the employer and employee.
- (viii) When a licensed private hospital becomes a public hospital and an employee of the private hospital thereupon is employed by the public hospital such employee, for the purpose of calculating service for long service leave will be deemed to have served in the industry of nursing for a period equal to 75 per cent of the actual continuous service with the employer in the private hospital immediately prior to the hospital becoming a public hospital.
- (ix) Full pay will mean the award salary without any deduction for accommodation and/or board; provided that an employer will be entitled to make such deduction for accommodation as is authorised by clause 38, Accommodation and Board, if the employee having been requested by the employer to leave his or her room completely vacant during the period of long service leave, fails to do so.
- (x)
 - (a) On the termination of employment of an employee otherwise than by his or her death, an employer will pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination, unless the employee elects to transfer his or her leave entitlement in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.
 - (b) Where an employee who has acquired a right to long service leave, or after having had five years of service and less than ten years' service, dies, the partner of such employee or if there is no such partner the child/children of such employee (or guardian such as the case may be) or the legal personal representative of such employee, will be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services been terminated as referred to in paragraph (b) of subclause (i) of this clause and such monetary value will be determined according to the salary payable to the employee at the time of his or her death. For the purposes of this subclause, the term 'partner' means a spouse or a de facto partner (including a same sex de facto partner); and 'child/children' means a child or an adult child (including adopted child, step child, foster child or ex nuptial child)
- (xi) An employee will be entitled to have previous part-time service which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to 38 hours, provided that the part-time service merges without break with the subsequent full-time or permanent part-time service.
- (xii) All employees employed under Part I - Permanent Part-Time Employees of clause 29, Part-Time, Casual and Temporary Employees of this award, will have such service counted for accrual of long service leave entitlement after 30 June 1986. Such service will include the average of all hours worked (excluding overtime) in each year of service or part thereof and include paid leave taken; in any year or part thereof in which leave without pay is taken, the period of leave without pay will not be included for the purposes of the averaging calculation.

This calculation will be carried out for each year of service on the employee's anniversary date of employment, and an appropriate entry made into the employees' records.

However, in recognition that data on the number of hours worked (excluding overtime) may not exist for all the periods of service after 30 June 1986, if there is a lack of data the employer is to calculate the long service leave entitlement as follows:

- (a) In the first instance, Health Services should utilise all existing records to determine the average of all hours worked (excluding overtime) and including paid leave taken for each year of service;
- (b) If the data to determine the number of hours worked (excluding overtime) is not available prior to the employee's 2000/2001 anniversary date, Health Services are to calculate the long service leave entitlement on the basis of the average of all hours worked (excluding overtime) in each year of service, and including paid leave taken since the employee's 2000/2001 anniversary date.

The resultant average of hours worked per week from application of (a) or (b) above will then be applied over the employee's total period of employment after 30 June, 1986 for which data does not exist to form the basis for calculating payment for the long service leave to be taken by the employee for this period. In this situation the employer will consult with the employee regarding the lack of data prior to making a final decision that the data does not exist. In any event, for the purpose of this calculation the resultant average of all hours worked is to be no less than the employee's contracted hours for each year of service.

Entitlement and calculation for any period of employment prior to 30 June 1986 will be determined according to subclause (xi) of this clause.

- (xiii) Except as provided for in subclause (xiv) of this clause, rights to long service leave under this clause will be in replacement of rights to long service leave, if any, which at 12 March 1975, may have accrued or may be accruing to an employee and will apply only to persons in the employ of the employer on or after 12 March 1975. Where an employee has been granted long service leave or has been paid its monetary value prior to 12 March, 1975, the employer will be entitled to debit such leave against any leave to which the employee may be entitled pursuant to this clause.
- (xiv) The following provisions apply only to employees employed in a hospital as at 12 March 1975:
 - (a) An employee who -
 - (i) has had service in a hospital, to which clause 14, Climatic and Isolation Allowances, applies, prior to 12 March 1975, or
 - (ii) is employed in a hospital, to which clause 14, Climatic and Isolation Allowances, applies as at 12 March 1975:

will be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
 - (b) An employee employed -
 - (i) on a part time basis as at 12 March 1975, may be allowed long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions of the *Long Service Leave Act 1955* (NSW), as provided for in subclause (x) of this clause;
 - (ii) on a full time basis as at 12 March 1975 but who has had prior part time service may be allowed to continue to be granted long service leave in accordance with the long service leave provisions in force prior to 12 March 1975, in lieu of the provisions provided by this award where such benefits are more favourable to the employee.
- (xv) Employees employed under Part II - Casual Employees, Part III - Temporary Employees and Part IV - Savings Provisions of clause 29, Part Time, Casual, and Temporary Employees, are entitled to accrue

long service leave under the provisions of the *Long Service Leave Act 1955* (NSW), as amended, subject to meeting the provisions of that Act.

34. Maternity, Adoption and Parental Leave

- (i) All eligible employees covered by this award are entitled to the provisions of this clause other than part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award (known as "old part time"), and casual employees.
- (ii) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award (known as "old part time") and casual employees are entitled to parental leave in accordance with the provisions of Chapter 2, Part 4, Parental Leave, of the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW), as amended or replaced from time to time.
 - (a) An employer must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) because:
 - the employee or employee's spouse is pregnant; or
 - the employee is or has been immediately absent on parental leave.

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

- (b) Part time employees who receive a part time loading as prescribed by Part IV - Savings Provisions of clause 29, Part-time, Casual and Temporary Employees, of this award are entitled to the provisions of Part D, Right to Request and Part E, Communication During Leave of this clause.
- (iii) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the employee will not be required to meet the employer's superannuation liability.

A. Maternity Leave

- (i) Eligibility for Paid Maternity Leave -

To be eligible for paid maternity leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987* (NSW).
- (ii) Portability of Service for Paid Maternity Leave -

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

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

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

(iii) Entitlement to Paid Maternity Leave -

- (a) An eligible employee is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for an employee to take this period off work. However, if an employee decides to work during the nine weeks prior to the expected date of birth it is subject to the employee being able to perform satisfactorily the full range of normal duties.

Paid maternity leave may be paid:

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(iv) Unpaid Maternity Leave

- (a) Full time and permanent part time employees who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.
- (b) Full time and permanent part time employees who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.
- (c) Full time and permanent part time employees may also apply for additional unpaid maternity leave as provided for in subclause (i)(b) of Part D, Right to Request, of this clause.

(v) Applications -

An employee who intends to proceed on maternity leave should formally notify her employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(vi) Variation after Commencement of Leave -

After commencing maternity leave, an employee may vary the period of her maternity leave, once without the consent of her employer and otherwise with the consent of her employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996* (NSW).

(vii) Staffing Provisions -

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

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

When the employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of employees who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years' service, the period of maternity leave without pay will count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

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

(ix) Illness Associated with Pregnancy -

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

Where an employee is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The employee then commences maternity leave with the normal provisions applying.

(x) Transfer to a More Suitable Position -

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70 of the

Industrial Relations Act 1996 (NSW). A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(xi) Miscarriages -

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

(xii) Stillbirth -

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

(xiii) Effect of Premature Birth on Payment of Maternity Leave -

An employee who gives birth prematurely and prior to proceeding on maternity leave will be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(xiv) Right to Return to Previous Position -

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act* 1996 (NSW) an employee returning from maternity leave has the right to resume her former position.

Where this position no longer exists, the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

(xv) Further Pregnancy While on Maternity Leave -

Where an employee becomes pregnant whilst on maternity leave a further period of maternity leave will be granted. If an employee enters on the subsequent period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases.

An employee who commences a subsequent period of maternity leave while on unpaid maternity leave under paragraph (iv)(a) of Part A of this clause or paragraph (i)(b) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

An employee who commences a subsequent period of maternity leave during the first 12 months of a return to duty for less than full time hours as provided under paragraph (i)(c) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

An employee who commences a subsequent period of maternity leave more than 12 months after returning to duty for less than full time hours under paragraph (i)(c) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B. Adoption Leave

(i) Eligibility -

All full time and permanent part time employees who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or permanent part time employee must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

An employee who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless;

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers Compensation Act 1987* (NSW).

(ii) Entitlement -

(a) Paid Adoption Leave -

Eligible employees are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid: -

- on a normal fortnightly basis; or
- in advance in a lump sum; or
- at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

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

(b) Unpaid Adoption Leave -

Eligible employees are entitled to unpaid adoption leave as follows:

- where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
- where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

(iii) Applications -

Due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(iv) Variation after Commencement of Leave -

After commencing adoption leave, an employee may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

(v) Portability of Service for Paid Adoption Leave -

As per maternity leave conditions.

(vi) Staffing Provisions -

As per maternity leave conditions.

- (vii) Effect of Adoption Leave on Accrual of Leave, Increments, etc.

As per maternity leave conditions.

- (viii) Right to return to previous position -

As per maternity leave conditions.

C. Parental Leave -

- (i) Eligibility

To be eligible for parental leave a full time or permanent part time employee must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

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

- (a) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (b) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987* (NSW).

- (ii) Portability of Service for Paid Parental Leave

As per maternity leave conditions.

- (iii) Entitlements

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

- (a) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave); and
- (b) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (c) The entitlement of one weeks' paid leave may be taken at any time within the 52 week period and will be paid:
 - at the employee's ordinary rate of pay for a period not exceeding one week on full pay; or
 - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.

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

- (d) Extended parental leave cannot be taken at the same time as the employee's spouse or partner is on maternity or adoption leave except as provided for in paragraph (i)(a) of Part D, Right to Request, of this clause.

(iv) Applications

An employee who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (a) In the case of extended parental leave, the employee should give written notice of the intention to take the leave.
- (b) The employee must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the employee. In such an instance, the employee should notify the employer as early as practicable.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.
- (d) In the case of extended parental leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that they are seeking the period of extended parental leave to become the primary care giver of the child.

(v) Variation after Commencement of Leave

After commencing parental leave, an employee may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although an employer may accept less notice if convenient.

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

As per maternity leave conditions.

(vii) Right to return to Previous Position

As per maternity leave conditions.

D. Right to Request

- (i) An employee entitled to maternity, adoption or parental leave may request the employer to allow the employee:
 - (a) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
 - (b) to extend the period of unpaid maternity, adoption or extended parental leave taken for a further continuous period of leave not exceeding 12 months;
 - (c) to return to duty for less than the full time hours they previously worked by taking weekly leave without pay.

to assist the employee in reconciling work and parental responsibilities.

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

- (iii) The employee's request and the employer's decision made under paragraph (i)(b) and (c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under paragraph (i)(c):
 - (a) the employee is to make an application for leave without pay to reduce their full time weekly hours of work
 - (b) such application must be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given.
 - (c) all requests are to be considered having regard to the terms of NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.
 - (d) Salary and other conditions of employment are to be adjusted on a basis proportionate to the employee's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent, and credited accordingly.
 - (e) It should be noted that employees who return from maternity, adoption or parental leave under this arrangement remain full time employees. Therefore, the payment of any part time allowance to such employees does not arise.

E. Communication During Leave

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

F. Commonwealth Paid Parental Leave (CPPL)

- (i) From 1 January 2011 the CPPL scheme may be available to eligible employees.
- (ii) The CPPL is independent of other leave entitlements and is in addition to paid parental leave entitlements.

35. Military Leave

Employees will be granted military leave in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

36. Repatriation Leave

Ex-servicemen/women will be granted repatriation leave in accordance with NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time.

37. Sick Leave

- (i) Subject to the following limitation and conditions an employee will be entitled to sick leave on full pay calculated by allowing 76 rostered ordinary hours of work for each year of continuous service less any sick leave on full pay already taken:

- (a) An employee will not be entitled to sick leave until after three months continuous service.
- (b) An employee will not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to accident pay, or workers' compensation; provided, however that where an employee is not in receipt of accident pay, an employer will 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 will, 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 will be payable.

- (c) All periods of sickness will be certified to by the Medical Superintendent or Director of Nursing of the employer or by the employee's own legally qualified medical practitioner or dentist. The employer may dispense with the requirement of a medical certificate where the absence does not exceed 2 consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.
 - (d) Each employee shall, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and as far as possible state the nature of the injury or illness and the estimated duration of the absence.
 - (e) Where an employee is absent on sick leave for a total of 10 working days in any one year of service and has no sick leave entitlement carried over from previous years, that employee will continue to be paid for an additional 4 hours even though no sick leave credit might exist. Such additional payment will not affect the subsequent year's sick leave entitlement, i.e. it is "special sick leave", not "sick leave in advance" (see NSW Health Policy Directive PD2023_006 Leave Matters for the NSW Health Service, as amended from time to time).
- (ii) The employer must not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that she or he is on sick leave.
- (iii) For the purpose of this clause "Service" means service in the industry of nursing.
- (iv) For the purpose of this clause continuity of service in the industry of nursing will not be broken by:
- (a) absences from such industry on account of illness;
 - (b) periods of absences from such industry immediately following termination of employment, in respect of which employment a pro rata payment has been made for annual leave or long service leave, but not exceeding the period the employee would have been required to work to earn as salary an amount equal to such pro rata payment;
 - (c) absence from such industry for the purpose of pursuing a post-graduate course in nursing (i.e. a course which results in obtaining a certificate, diploma or qualification) whether in Australia or elsewhere; and where the course is pursued outside Australia an employee will be deemed to be absent for the purpose of pursuing the course throughout the time reasonably occupied travelling to the place of study and return to Australia, the actual duration of the course, a period of three months after completion of the course and before returning to Australia and a period of one month after returning to Australia;

- (d) any reasonable absence from the industry occasioned by an employee transferring from one employer to another in such industry but not exceeding 28 days on any one occasion;
- (e) periods of employment nursing in hospitals in New South Wales other than the hospitals covered by this award and in the Canberra Community Hospital and Woden Valley Hospital; provided that this period of absence will not be counted as service for the purpose of calculating sick leave.
- (v) Part Time Employees: a part time employee will be entitled to sick leave in the same proportion of the seventy six hours as the average weekly hours worked over the preceding twelve months or from the time of the commencement of employment, whichever is the lesser, bears to thirty-eight ordinary hours. Such entitlements will be subject to all the above conditions applying to full time employees. Provided that only part time service on and from the beginning of the first pay period to commence on or after 1 January 1970, will count for the purpose of this subclause.
- (vi) Subject to the provision of a satisfactory medical certificate and sick leave being due, annual leave or long service leave (extended leave) will be re-credited where an illness of at least one week's duration occurs during the period of annual or long service leave: Provided that the period of leave does not occur prior to retirement, resignation or termination of services, and provided further that the employer is satisfied on the circumstances and the nature of the incapacity.
- (vii) In addition to the sick leave prescribed in subclause (i) of this clause, Flight Nurses will be entitled to an additional 38 hours sick leave in any period of 12 months. Any unused additional sick leave will not accumulate from year to year.

38. Accommodation and Board

- (i) The employer will where practicable provide for the use of employees who live in:
 - (a) Directors of Nursing: In a public hospital of which the registered number of beds is 9 or more, private quarters which will comprise a bedroom, sitting room, bathroom, and toilet with appropriate furniture and fittings including a washing machine, refrigerator and stove or stovette and facilities for preparing light refreshments; provided that where the normal nursing staff does not exceed 7, it will not be necessary to provide for the Director of Nursing a separate bathroom and toilet facilities, a washing machine, refrigerator and a stove or stovette.
 - (b) Employees other than Directors of Nursing:
 - (1) Dining facilities suitable to the reasonable needs of the nursing staff.
 - (2) A lounge room suitable to the reasonable needs of the staff.
 - (3) A study for student nurses; provided that this provision will apply only to public hospitals which are registered training schools.
 - (4) At least one plunge bath (with shower) for each 12 (or fraction thereof) employees and in addition at least one separate shower cubicle for each 12 (or fraction thereof) employees.
 - (5) At least one lavatory (if in a bathroom adequately partitioned off from the bathing facilities) for each 8 (or fraction thereof) employees.
 - (6) A kitchen or kitchenette equipped with reasonable facilities for storing and preparing light refreshments and with normal kitchen utensils, stove or stovette, refrigerator, china, crockery and cutlery.
 - (7) Suitable facilities including a washing machine for the laundering and drying of personal clothing.
 - (8) A separate bedroom of such dimensions as to provide a floor area of not less than nine square metres and which contains suitable floor coverings and a bedside lamp and fittings

- and will be provided with a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
- (9) Where it is necessary for 2 or more employees to sleep in a bedroom twenty-one cubic meters of space will be provided for each employee. Such bedroom will contain suitable floor coverings and for each employee the employer will provide a bed, a dressing table, a wardrobe (built-in cupboard) of adequate size and a chair.
- (10) In respect of subparagraphs (2), (4), (5), and (6) of this paragraph separate provision will be made for trained and untrained staff; provided that as to subparagraphs (2), (4) and (5) of this paragraph this provision will not apply in a public hospital in which the normal number of nursing staff is less than 12.
- (11) Adequate heating suitable to the reasonable needs of the staff present will be provided in the lounge room during the wintertime.
- (ii) The employer will provide such domestic staff as is necessary to maintain the accommodation in a proper condition at all times.
- (iii) The following deductions from salary will be made by an employer for accommodation:
- (a) Directors of Nursing and employees occupying separate bedroom accommodation of a reasonable standard: an amount as set in Item 15 of Table 2 of Part B per week.
- (b) Directors of Nursing provided with a self-contained flat attached to the public hospital's nurses home; an amount as set in the said Item 15 per week.
- (iv) An employer will provide for employees who live in: full board of 21 meals per week and the meals will consist of an adequate quantity of wholesome well-cooked and well-prepared food-stuffs including green vegetables and fruit in season; and, in addition the employer will provide: tea, coffee, milk and sugar for morning and afternoon tea and supper and early morning tea for employees on night or early morning duty. An employer who complies with the foregoing provisions of this subclause may make a deduction as set out in Item 16 of table 2 of Part B per week.
- (v)
- (a) The employer will provide for the use of employees who live out:
- (1) a suitable change room and adequate washing and toilet facilities; provided that the washing and toilet facilities need not be distinct from those provided for employees who live in and this provision will not apply to a public hospital the registered number of beds of which is less than 9;
- (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (b) An employer will provide for an employee who lives out: tea, coffee, milk and sugar for morning and afternoon tea, supper and early morning tea when the employee is on duty at times appropriate for the partaking thereof; and will provide also for such an employee who requires them: meals of the standard specified in subclause (iv) of this clause, which fall during the duty period and for such meals so provided may make a charge, provided that the charge for breakfast and other meals will be as set in Item 17 of Table 2 of Part B.
- (vi) The charges referred to in subclauses (iii), (iv) and (v) to be adjusted in accordance with any general movement in wage rates in this award. The Director-General of Health may apply for additional adjustments from time to time based on the differences between such wage increases and the actual cost of providing these services. Provided that an employer may waive all or part of these charges at its discretion as an incentive to recruitment of nurses.

- (vii) Where an employee partakes of a meal from a cafeteria service provided by a public hospital or public health organisation, he or she will be required to pay the charge fixed for such meal in lieu of the meal charges prescribed in subclauses (iv) or (v) of this clause.

39. Grading Committee

A Committee consisting of two representatives of the employer and two representatives of the Association will be constituted to consider and make recommendations to the employer in relation to:

- (a) any request or proposal to establish or alter the grading of positions covered by this award;
- (b) the date of effect of any grading recommended.

Provided that:

- (i) an employee will, whilst the grading or remuneration of his or her position is under consideration, be ineligible to be a member of the Committee;
- (i) the Committee should not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date should not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

40. Grading of Nurse/Midwife Manager Positions

- (i) All positions of Nurse/Midwife Manager, as defined in Clause 3, Definitions, of this award will be graded by the employer in accordance with the Work Level Statements set out in Schedule 1 to this award.
- (ii) The employer may determine a higher grading including a multi-grade, e.g. Grade 4-5, Grade 6-7, etc., than provided for under the Work Level Statements where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable Work Level Statement.
- (iii) Progression to the second salary point in each grade will occur after 12 months satisfactory service in that grade. Provided that accelerated progression within the 12 month period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (iv) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local Health Service management and, if still dissatisfied, may apply for a review of the grading by the Ministry of Health and the Association at a central level.
- (v) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she will retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (vi) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 to this award.

41. Deputy Directors of Nursing, Assistant Directors of Nursing

- (i) The following appointments will be made in public hospitals with adjusted daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing

150 beds and over - a Deputy Director of Nursing, Assistant Directors of Nursing.

- (ii) Appointments under subclause (i) of this clause will be made within two calendar months of the date this award becomes operative and thereafter within two calendar months of the occurrence of a vacancy. In default of appointment within the said period of two calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the registered nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the public hospital, will be deemed to be appointed until such time as another appointment is made by the employer.
- (iii) This clause will not apply to a hospital using members, novices or aspirants of religious orders where a member of an order carries out the duties under this clause of an Assistant Director of Nursing or Deputy Director of Nursing.

42. Proportion

Except in cases of emergency, not more than four enrolled nurses and/or assistants in nursing to each registered nurse will be employed in a public hospital, and for this purpose a Director of Nursing will count.

43. Medical Examination of Nurses

See NSW Health Policy Directives PD2023_006 Leave Matters for the NSW Health Service and PD2017_040 Recruitment and Selection of Staff to the NSW Health Service, as amended from time to time.

44. Domestic Work

Except as hereinafter provided, nurses cannot be required to perform, as a matter of routine, the following duties: viz.; washing, sweeping, polishing and/or dusting of floors, walls or windows of wards, corridors, annexes, bathrooms or verandas or any duties which are generally performed by classifications other than nursing staff, but this provision will not preclude the employment of nurses on any such duties in an isolation block or where the performance of those duties involves disinfection.

45. Termination of Employment

- (i) Except for misconduct justifying summary dismissal, the services of an employee may be terminated only by fourteen days' notice or by payment of fourteen days salary in lieu thereof in the case of an employee other than a Director of Nursing, and by twenty-eight days' notice or by the payment of twenty-eight days salary in lieu thereof in the case of a Director of Nursing.
- (ii) No employee will, without the consent of the employer, resign without having given fourteen days' notice (or in the case of a Director of Nursing, twenty eight days' notice) of intention so to do or forfeiting salary earned during the pay period current at the time of resignation; provided that in no circumstances will the employee forfeit more than fourteen days' pay at the rate prescribed for his or her classification by clause 9, Salaries.
- (iii) Employees who have accrued additional days off duty pursuant to subclause (vii) of clause 4, Hours of Work and Free Time of Employees Other Than Directors of Nursing and Area Managers, Nurse Education, will be paid for such accrued time at ordinary rate of pay upon termination.
- (iv) Upon the termination of the services of an employee, the employer must provide the employee with a written statement, duly signed by or on behalf of the employer, setting out the period of the employment and the capacity in which the employee was employed.
- (v) This clause does not preclude an employee receiving any greater period of notice of termination to which they might be entitled under s117 of the *Fair Work Act 2009* (Cth), as amended or replaced from time to time.

46. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclause (i) and (ii) must be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances will apply in such circumstances.

47. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act* 1996 (NSW) and Part 7 of the *Work Health and Safety Act* 2011 (NSW), as amended or replaced from time to time.

48. Disputes

- (i) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (ii) Where a dispute arises in any public hospital or public health organisation, regardless of whether it relates to an individual nurse or to a group of nurses, the matter must be discussed in the first instance by the nurse(s) (or the Association on behalf of the nurse(s) if the nurse(s) so request(s)) and the immediate supervisor of that nurse(s).
- (iii) If the matter is not resolved within a reasonable time it must be referred by the nurse(s)' immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the nurse(s) to the Association's Head Office. Discussions at this level must take place and be concluded within 2 working days of referral or such extended period as may be agreed.
- (iv) If the matter remains unresolved, the Association must then confer with the appropriate level of management (i.e. at Public Hospital/Local Health District or Public Health organisation/Ministry level, depending on the nature and extent of the matter). Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (v) If these procedures are exhausted without the matter being resolved, or if any of the time limits set out in those procedures are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act* 1996 (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.
- (vi) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (vii) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, 'status quo' means the work procedures and practices in place:
 - (a) immediately before the issue arose; or
 - (b) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

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

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

49. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996*, as amended or replaced from time to time, to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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* (NSW);
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES -

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

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

50. Exemption

This award will not apply to -

- (i) members, novices or aspirants of religious orders in public hospitals;
- (ii) the Sydney Dental Hospital provided that nurses employed thereat are paid not less than the appropriate salaries prescribed by this award.

51. Salary Packaging

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

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

- (ii) Where an employee elects to package an amount of salary:
- (a) Subject to Australian taxation law, the packaged amount of salary will reduce the salary subject to appropriate PAYG taxation deductions by that packaged amount.
 - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly worker's compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this award or statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee under this award in the absence of any salary packaging or salary sacrificing made under this award.
 - (c) "Salary" for the purpose of this clause, for superannuation purposes, and for the calculation of award entitlements, will mean the award salary as specified in clause 9, Salaries, and which will include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits.
- (iii) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be packaged. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and Local Health Districts, which provides for a fringe benefits tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000 but, will pass on this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the packaged benefits are deducted from the pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and Local Health Districts is subject to the prevailing Australian taxation laws.
- (vi) If an employee wishes to withdraw from the salary packaging scheme, the employee may only do so in accordance with the required period of notice as set out in the Salary Packaging Policy and Procedure Manual.
- (vii) Where an employee ceases to salary package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer will not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
- (viii) Employees accepting the offer to salary package do so voluntarily. Employees are advised to seek independent financial advice and counselling to apprise them of the implications of salary packaging on their individual personal financial situations.

- (ix) The employer and the employee will comply with the procedures set out in the NSW Health Policy Directive PD2018_044 Salary Packaging and relevant Procedure Manual, as amended from time to time.

52. Deduction of Union Membership Fees

- (i) The union must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union must advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable must be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer will deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay will be forwarded regularly to the union together with all the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

"Regularly" will be defined as monthly except where the practice and protocol of an employer as at March 2002 was fortnightly.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause should be read as requiring the employee to make fresh authorisation in order for such deductions to continue.

53. Staffing Arrangements

- (i) Reasonable workloads are required for nurses to assist in providing a sustainable health system for the people of NSW that not only meets present health needs but also plans for the health needs of the future.
- (ii) The employer has a responsibility to provide reasonable workloads for nurses.
- (iii) Principles

The following principles will be applied in determining or allocating a reasonable workload for a nurse:

- (a) Reasonable workloads will be based on the application of the staffing arrangements detailed in this clause. The arrangements may be the reasonable workload principles alone or, in addition, the provisions set out in Sections II - IX, of subclause (iv) in relation to the services, wards and units to which they apply.
- (b) Workload assessment will take into account measured demand by way of clinical assessment, including acuity, skill mix, specialisation where relevant, and geographical and other local requirements/resources.
- (c) The work performed by the employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee in their roster cycle.
- (d) The work will be consistent with the duties within the employee's classification description and at a professional standard so that the care provided or about to be provided to a patient or client will be adequate, appropriate and not adversely affect the rights, health or safety of the patient, client or nurse.

- (e) The workload expected of an employee will not be unfair or unreasonable having regard to the skills, experience and classification of the employee for the period in which the workload is allocated.
 - (f) An employee will not be allocated an unreasonable or excessive nursing workload or other responsibilities except in emergency or extraordinary circumstances of an urgent nature.
 - (g) An employee will not be required to work an unreasonable amount of overtime.
 - (h) An employee's workload will not prevent reasonable and practicable access to Learning and Development Leave, together with 'in-house' courses or activities, and mandatory training and education.
 - (i) Existing minimum staffing levels to ensure safe systems of work and patient safety will continue to apply.
 - (j) Nothing in this clause prevents a higher level of staffing from being provided when, and where, this is necessary for clinical or other reasons.
- (iv) Staffing and Specialties

The Association and the Ministry agree that the staffing arrangements in this clause and their application may be reviewed and amended from time to time by agreement and that the Award may be varied by consent to reflect any such agreement.

SECTION I: REPLACEMENT OF ABSENCES

- (a) When an unplanned absence occurs (e.g. due to unexpected sick leave) the NUM (or delegate) will immediately review the roster to determine the effect of the absence on workload.
- (b) Where the NUM (or delegate) determines to backfill the absence, the default position is to fill the absence with a nurse of the same classification as the absent nurse.
- (c) If all avenues to backfill the absence with a nurse at the same classification are exhausted and the only remaining option is to backfill the absence with a nurse of a lower classification, the NUM (or delegate) must consider how the functions performed in the ward/unit can be safely and appropriately performed by a nurse of another nursing classification.
- (d) In some circumstances it may be possible to backfill with a nurse of a lower classification. Where it is determined to backfill with a nurse of a lower classification, a record of this, together with the reasons, must be made.

SECTION II: NURSING HOURS WARDS AND UNITS

- (a) Nursing hours wards and units comprise general inpatient wards, dedicated palliative care wards/units, dedicated rehabilitation wards/units and inpatient adult acute mental health wards/units.
- (b) General inpatient wards do not include:
 - 1. All Types of Critical Care Units:
 - Intensive Care Units
 - High Dependency Units
 - Coronary Care Units
 - Burns Units
 - Neo-natal Intensive Care Units
 - 2. Day Only Wards

3. Day of Surgery Wards
 4. Procedural Units (Haemodialysis, Endoscopy, Cardiac Catheter, etc.)
 5. Paediatrics
 6. Drug & Alcohol
 7. All Midwifery Services:
 - Antenatal
 - Post Natal, Nurseries
 - Delivery & Birthing Suites
 8. 23 Hour Wards
 9. Fast track wards
 10. Transition Wards (slow stream)
 11. Medical/Surgical Assessment Units (MAU & SAU)
 12. Medical/Surgical Acute Care Units (MACU & SACU)
 13. Wards/Units attached to Emergency Departments:
 - Psychiatric Emergency Care Centres (PECC)
 - Observation wards
 - Emergency Medical Units (EMUs)
- (c) The Association and the Ministry have agreed that staffing will be determined by the Nursing Hours Per Patient Day ('NHPPD') specified below, provided over a week, to determine the number of nurses required to provide direct clinical care. The number of nursing hours per patient day may also be expressed as an equivalent ratio.
- (d) 6.0 NHPPD will apply to general inpatient wards in Peer Group A1 and A3 facilities, being Principal Referral Hospitals and Ungrouped Acute Tertiary Referral Hospitals, accounted for over the period of a week.
- (e) 5.5 NHPPD will apply to general inpatient wards in Peer Group B facilities, being Major Hospitals Group 1 and Group 2, accounted for over the period of a week. General inpatient wards in Peer Group B facilities will move to 6.0 NHPPD by 30 June 2023 in accordance with a timetable, determined by the Ministry and provided to the Association once determined.
- (f) 5.0 NHPPD will apply to general inpatient wards in Peer Group C facilities, being District Group Hospitals, accounted for over the period of a week. General inpatient wards in certain Peer Group C facilities will move to 6.0 NHPPD by 30 June 2023, in accordance with a timetable, determined by the Ministry and provided to the Association once determined.
- (g) 6.0 NHPPD will apply to dedicated palliative care wards, accounted for over the period of a week.
- (h) 5.0 NHPPD will apply to dedicated general rehabilitation wards and units, and 6.0 NHPPD will apply to dedicated rehabilitation specialist brain and spinal injury units, accounted for over the period of a week. For these wards and units only, NHPPD includes the hours usually worked by nursing and other categories of staff, however titled, agreed with the Association.
- (i) 6.0 NHPPD will apply to inpatient adult acute mental health wards in general hospitals which are not specialist mental health facilities, accounted for over the period of a week.

- (j) 5.5 NHPPD will apply to inpatient adult acute mental health wards in specialised mental health facilities, accounted for over the period of a week. Inpatient adult acute mental wards in certain specialised mental health facilities will move to 6.0 NHPPD by 30 June 2023, in accordance with a timetable, determined by the Ministry and provided to the Association once determined.
- (k) At the time the new staffing levels referred to in Section II, subclauses (d) to (j) above are introduced on a ward or unit for the first time, staffing levels in wards and units with higher than the specified staffing will either continue to apply or be reviewed. A reduction in staffing will not occur without a review taking place. If there is disagreement between the Employer and Association about the outcome of the review the provisions of subclause (vii) Grievances in relation to workload will apply.
- (l) The number of nursing hours per patient day may also be expressed as an equivalent ratio which provides the same nursing hours over a week. For example:
 - 1. a NHPPD of 6.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:4/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 - 2. a NHPPD of 5.5 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:4/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.
 - 3. a NHPPD of 5.0 can provide sufficient nursing hours to provide am/pm/night equivalent ratios of 1:5/1:5/1:7 across seven days, as well as the option of some shifts with a nurse in charge who does not also have an allocated patient workload.

Example Table 1

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Tuesday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Wednesday	6.5	1: 4	0	6	1: 4.3	1	4	1: 6.5	148
Thursday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Friday	7	1: 3.7	0	7	1: 3.7	1	4	1: 6.5	160
Saturday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
Sunday	6	1: 4.3	1	6	1: 4.3	1	4	1: 6.5	152
							Hours Per Week		1092

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. *In this example the NUM has distributed the hours on some shifts to include a nurse in charge who does not have an allocated patient workload.

Example Table 2

NHPPD:	6	which delivers the following nursing hours:	Average Hours Per Day:	156
Number of Patients:	26		Hours Per Week:	1092

	MORNING			AFTERNOON			NIGHT		
	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	*In Charge with no allocated patients	Number of Staff	#Equivalent Ratio	Total Hours
Shift Length in hours	8		8	8		8	10		
Monday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Tuesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Wednesday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Thursday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Friday	7	1: 3.7	0	7	1: 3.7	0	4	1: 6.5	152
Saturday	8	1: 3.3	0	8	1: 3.3	0	4	1: 6.5	168
Sunday	8	1: 3.3	0	7.5	1: 3.5	0	4	1: 6.5	164
							Hours Per Week		1092

Notes: #Equivalent Ratio is indicative of the ratio that could be created by this roster pattern. *In this example the NUM has distributed the hours differently across the days and has decided to allocate a patient workload to the nurse in charge of shift.

- (m) Only nurses providing direct clinical care are included in the NHPPD. This does not include positions such as Nursing Unit Managers, Nurse Managers, Clinical Nurse Educators, Clinical Nurse Consultants, dedicated administrative support staff and wardspersons.
- (n) In implementing Nursing Hours in Nursing Hours Wards the daily bed census data averaged over a specified preceding period of up to 52 weeks (in whole weeks) will be used to determine the number of patients. In determining the specified period due regard should be given to reduced activity periods, seasonality and other local factors. Where seasonality is a significant factor, the specified period can be the equivalent period in the preceding year.
- (o) The NUM will distribute the hours/shifts across the day and week in a rostering pattern with due regard to the workload pattern of their ward, provided the applicable NHPPD is achieved over the week.
- (p) The NUM may distribute the NHPPD to include a nurse in charge who does not also have an allocated patient workload, provided the applicable NHPPD are achieved over the week
- (q) When, on a shift, the NUM considers that patient care needs cannot be sufficiently met from the nurses immediately available and the NUM (or nurse delegated with responsibility for patient care within the ward/unit) considers additional nursing hours should be provided in order to meet clinical needs, the NUM will inform the appropriate Nurse Manager who, together with the NUM, will consider a solution including, but not limited to, the following options:
 - 1. deployment of nurses from other wards/units;
 - 2. additional hours for part time staff;
 - 3. engagement of casual/agency nursing staff;
 - 4. overtime;
 - 5. prioritisation of nursing activities on the ward/unit;
 - 6. reallocation of patients.

When these options have been exhausted and only with approval from the Director of Nursing and Midwifery and the concurrence of the General Manager, the decision may be made to limit admissions when discharges occur from the ward/unit. This decision is to be made as soon as practicable after commencement of the shift.

- (r) Spot Check
 - 1. In wards and units where the agreed staffing method is NHPPD, information will be available to staff which identifies the NHPPD.
 - 2. At any time, a nurse working on the ward/unit or a member of the local Reasonable Workload Committee may make a written request to the NUM for a spot check to confirm that the NHPPD are being provided.
 - 3. The relevant Reasonable Workload Committee must be informed of the commencement of the spot check.
 - 4. Within 7 days of receipt of such a request the NUM will ensure that each week for a 4 week period the NHPPD provided are posted within 7 days of the conclusion of the relevant period.
 - 5. If, at any time during the spot check or at its conclusion, it is established that the provided NHPPD falls short of the specified NHPPD then action must immediately commence to rectify the shortfall.
 - 6. Where the four week spot check confirms that the specified NHPPD are being provided then the process is concluded.
 - 7. The outcome of the spot check will be made available to the Reasonable Workload Committee.
- (s) The calculation used to spot check the provision of NHPPD in Nursing Hours Wards

1. To determine the ‘number of patients’ add the number of patients as recorded for each day in the bed census in the week to be calculated, then divide that total by 7 (the number of days in the week). For example:

$$(24 + 25 + 25 + 25 + 23 + 22 + 24) \div 7 = 24 \text{ (Number of patients)}$$
2. Then take the applicable NHPPD figure (e.g. 6.0) and multiply it by 7 (for 7 days in the week), then multiply by the number of patients, as identified above e.g. 24.
3. In this example, $6 \times 7 \times 24 = 1,008$ nursing hours or 6 NHPPD. 1,008 is therefore the nursing hours that were required for the ward that week. The figure is then compared to the nursing hours that were actually provided.
4. Assume in this example that 974 nursing hours were actually provided. The required NHPPD falls short as 5.8 NHPPD has been provided instead of 6 NHPPD. In this example, the NUM would immediately commence action to rectify the shortfall in accordance with point 5 of (s) Spot Checks in this Section.
5. The spot check would require the completion of this calculation for four consecutive weeks.

(t) Annual Leave relief

1. The annual leave ‘relief’ factored into the calculation of the total required FTE reflects the annual leave entitlements under this award for the employees, arising from their actual shift patterns. However, this figure may be adjusted at ward level for planned periods of low activity or annual ward closures that mean less leave relief is required.
2. If circumstances arise whereby the planned periods of low activity or annual ward closures do not take place, the required FTE should be calculated again in light of those altered circumstances and staff deployment.

(u) Relief for Sick Leave, FACS Leave & Mandatory Education

To account for sick leave, FACS leave and mandatory education, a figure of two weeks (equating to 76 hours based on a 38 hour week) per annum should be factored into the FTE required for the ward. This figure is subject to joint review by the Association and the Ministry, on request by either party.

SECTION III: STAFFING ARRANGEMENTS FOR PEER GROUP D & F3 MPS

- (a) The following provisions will apply to hospitals designated Peer Group D1 Community Hospitals with community inpatient acute beds and a level 2 or above emergency department function; and to F3 Multi-Purposes Service facilities with community inpatient acute beds and a level 2 or above emergency department function:
 - (1) During the hours that the Emergency Department is open there will be a minimum of two registered nurses on duty, to ensure that there is a registered nurse available on the acute ward when a registered nurse is required to attend the Emergency Department. One of these registered nurses may be a NUM/NM who also performs clinical functions on the shift who is on duty and on site.
- (b) The parties recognise that where implementation of the provisions at (a)(1) above requires a change in the classification mix this will be achieved progressively from the date of this award and is determined by the rate of staff turnover experienced in those facilities where the provisions apply.

SECTION IV: PERIOPERATIVE SERVICES

- (a) ACORN 2008 standards will apply, in Operating Rooms including that during each operating session, the minimum staffing for each operating room will be:

1. two nurses, one of whom must be a Registered Nurse and one of whom may be a suitably qualified and endorsed Enrolled Nurse, to carry out the roles of scrub/instrument nurse and scout nurse; and
2. one Anaesthetic nurse or one other trained and qualified anaesthetic category of staff.

SECTION V: MATERNITY SERVICES

- (a) The Association and the Ministry have agreed that the Birth rate Plus methodology, as adapted for use in New South Wales, will be used to calculate staffing in maternity services.

SECTION VI: INPATIENT MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following provisions will apply in all inpatient mental health units (with the exception of inpatient adult acute mental health wards at Section II and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues.
- (b) For the purpose of this subclause inpatient mental health units include but are not limited to:
 1. Forensic Units;
 2. Child & Adolescent Units;
 3. Older Adult;
 4. Psychiatric Emergency Care Centres (PECC);
 5. Rehabilitation;
 6. Extended Care Units;
 7. Mental Health Intensive Care Units
- (c) When determining the nursing FTE the following should be considered:
 1. The previous 12 months activity should be used as a guide unless the unit has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or length of stay;
 2. Staff assessment will be based on comparisons to the FTE utilised in the individual unit in the previous year, using the monitoring reports, in conjunction with professional judgement and information on known workload issues;
 3. Categories:
 - The number of inpatients requiring 1 staff or more to 1 patient;
 - The number of inpatients requiring close observation;
 - The number of inpatients assessed requiring sighting at regular intervals;
 - The number of inpatients nearer to going home.
 4. Level & frequency of aggressive behaviour displayed by patients and based on clinical risk assessment;
 5. Level of suicidal behaviour displayed by patients (see Mental Health Outcomes and Assessment Tools (MH-OAT) risk level);
 6. Level of vulnerability/potential of exploitation from others (such as sexual safety, financial exploitation);
 7. Age of patient and co-morbidities;
 8. Patients with a dual diagnosis;
 9. Type of facility and unit (e.g. Closed/Open Units);

10. Design of unit;
 11. Number of beds available;
 12. Local factors referred to at subclause 53 (iii) (b) may include but are not limited to:
 - (i) The available level of support staff (e.g. ward clerks, medical officers, patient support officers, allied health staff);
 - (ii) Teaching and research activities;
 - (iii) Provision of nurse escorts;
 - (iv) Ward geography; and
 - (v) Data entry/documentation including MH-OAT.
- (d) When determining the nursing FTE required for leave relief:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally funding for this replacement is managed at a central cost centre for a facility or service (this must be determined prior to finalising established FTE).
 4. Assess impact on staff for workers' compensation/return to work programs on the FTE required.
- (e) General
1. Nursing/Midwifery Unit Managers, Clinical Nurse/Midwife Educators, Clinical Nurse/Midwife Consultants and Nurse/Midwife Practitioners do not carry a direct clinical load.
 2. Consideration should be given to the evolution of future clinical roles in nursing.
 3. Consideration should be given to the additional responsibilities related to other activities such as the Magistrates Hearing and the Mental Health Review Tribunal and associated escorts.
 4. Consideration should be given to the impact of future legislative requirements on workloads where reasonably known.

SECTION VII: COMMUNITY AND COMMUNITY MENTAL HEALTH STAFFING ARRANGEMENTS

- (a) The Association and the Ministry agree that the following staffing arrangements are to apply in all Community Health Services (including services such as child and family health, community mental health and drug health) and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the principles specified in subclause (iii) Principles.
- (b) The current agreed average 'face-to-face' ratio in the Community Health Service (CHS) will be used as the starting point for consideration of staffing levels where indications are that staffing numbers are insufficient to manage the workload.
- (c) Funded / budgeted FTE must include no less than four weeks (20 days) of annual leave relief per productive FTE. Where staff are required to work shift work or weekends then no less than six weeks

(30 days) should be included. Managers are responsible for scheduling annual leave equitably throughout the year to manage leave liabilities and to prevent unreasonable increased workload for remaining employees arising from the taking of leave.

- (d) Funded/budgeted FTE must include no less than two weeks (10 days) of sick/FACs leave relief and mandatory education relief per productive FTE. Cost centres with child and family services must include an additional day to accommodate mandatory education leave for child protection.

Funded FTE available for relief of sick/FACS/ mandatory education is to be utilised as required when this leave is taken rather than used for permanent employment.

- (e) Replacement for long service leave and paid maternity leave should not be considered part of the funded FTE unless additional FTE is set aside for this purpose. Traditionally, funding for this replacement is managed at a central cost centre for a facility or service.
- (f) Assess impact on staff for workers' compensation / return to work programs on the FTE required.
- (g) Existing appointed positions, e.g. CNCs and managers, must be maintained in their current role, and except in the case of emergencies, will not be routinely used to cover nursing shortages in the general workload areas.

To ensure this occurs, each appointed position should have a position description that defines the scope and requirements of their primary role.

Leave relief for these positions is required in the funded FTE.

- (h) Induction programs including preceptorship should be in place to adequately supervise new staff. These programs would include a reasonable number of "supernumerary" hours followed by appropriate allocation of patients according to the complexity of need and the new staff's level of training. The ability to consult senior staff by phone should be ensured, particularly during induction. Funded FTE should incorporate a reasonable number of additional hours for this purpose based on historical turnover rates.
- (i) Community Health Services must have the ability to maintain a "pool" of casual staff to manage unplanned leave and vacancies or a sudden and unanticipated increase in workload.
- (j) Reasonable deployment within individual Community Health Services to address uneven workload distribution should occur as a day-to-day management strategy. However, this should not be seen as a method of covering unfilled vacancies or ongoing sick leave.

Long term demographic trends may result in adjustment of boundaries to enable existing staffing to better accommodate the needs of the community while still maintaining composition of their team.

- (k) Appropriate hours for case management should be included in the Funded FTE to maintain a safe and holistic level of care for patients. This principle is inherent in the needs for patients in the community.
- (l) Appropriate time for travel in the context of the local geography and traffic conditions must be factored into hours required for clinical workload.
- (m) In accordance with occupational health and safety principles, hazards must be eliminated or controlled, appropriate loading facilities must be provided, to enable restocking of clinical supplies and equipment.
- (n) Nursing hours utilised in carrying out non clinically related activities e.g. servicing of vehicles should be monitored, quantified and incorporated into the FTE required for a given service.
- (o) This list indicates minimum requirements only.

SECTION VIII: EMERGENCY DEPARTMENT STAFFING ARRANGEMENTS

- (a) The Association and the Ministry have agreed that the following staffing arrangements are to apply in Emergency Departments and be used by managers in the evaluation of nursing staff levels and for the Reasonable Workload Committees to assess and manage identified workloads issues in accordance with the Principles specified in subclause (iii).
- (b) When determining the nursing FTE required:
1. The previous 12 months activity should be used unless the ED has had a significant change in activity, presentation number or type, or where a new model of care has commenced which has impacted on the type of presentation or Length of Stay.
 2. Staff assessment will be based on comparisons to the FTE Utilised in the individual ED in the previous year in conjunction with professional judgement, incorporating anecdotal information on known workload issues.
 3. Consideration needs to be given to local factors affecting workload. This may have the potential to increase the required FTE over and above that indicated by activity.
- (c) When determining the nursing FTE required for leave relief:
1. No less than six weeks (30 days) annual leave relief per productive FTE for staff working shift work and no less than 4 weeks (20 days) for non-shift workers must be included.
 2. No less than two weeks (10 days) of sick/FACS leave and mandatory education relief per productive FTE must be included.
 3. Replacement for long service leave and paid maternity leave should not be considered part of the required FTE. Traditionally funding for this replacement is managed at a central cost centre for a facility or service.
 4. Assess the impact on staff for workers' compensation/return to work programs on FTE required.
- (d) General
1. All Level 5 and 6 Emergency Departments to have a dedicated shift coordinator on all shifts in addition to the FTE required for clinical activity. The requirement for additional FTE for the Shift Coordinator in Levels 1 to 4 Emergency Departments is at the discretion of the facility after due consideration of the historical and anticipated activity for each shift of the week
 2. There is to be an identified triage nurse on every shift.
 3. Provision must be made for the coverage of community retrievals and participation in the facility Cardiac Arrest Team, if this an ED responsibility.
 4. Where an Emergency Department has a dedicated Psychiatric Emergency Care Centre (PECC), mental health specialist nurses must staff it. The FTE required for appropriate coverage of the PEC Unit is in addition to the requirement for the main sections of the Emergency Department.
 5. The facility must have a contingency plan to backfill nurses in the event that they are called out as part of a disaster team.
 6. This list indicates minimum requirements only.
- (e) Provision of designated nurses for the resuscitation area.

The provision of designated nurses for the resuscitation area in Emergency Departments will be as follows:

To provide the staffing levels set out in the table below the required additional nurses will be employed in accordance with a timetable agreed between the Ministry and the Association, with full effect from 1 July 2013.

Description	Provision
Adult/mixed Emergency Departments with a role delineation of Level 6 and Urgency Disposition Groups ('UDG') of 45,000 or more	Three designated resuscitation nurses on two shifts and two designated resuscitation nurses on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 6 and UDG of less than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 3, 4 or 5 and UDG of more than 45,000	Two designated resuscitation nurses on two shifts and one designated resuscitation nurse on the third shift
Adult/mixed Emergency Departments with a role delineation of Level 4 or 5 and UDG of more than 25,000 and less than 45,000.	One designated resuscitation nurse on each of three shifts per day

'UDG' stands for urgency disposition groups which is a methodology applied by the NSW Ministry of Health that weights Emergency Department attendances for the triage category mix and patient disposition e.g. hospital admission.

SECTION IX: HOSPITAL LISTINGS

- (a) The Ministry will publish on its website the following lists, updated annually:
1. As per clause 53, Section II (a), a list of Hospitals by Peer Group;
 2. As per clause 53, Section III (a), a list of Hospitals by Emergency Department role delineation;
 3. As per clause 53, Section VIII (d), a list of hospitals which outlines both the Emergency Department role delineation and Urgency Disposition Groups (UDG) attendances.
- (v) Role of Reasonable Workload Committees
- (a) Reasonable Workload Committees will be established to facilitate consultation on reasonable workloads for nurses, together with the provision of advice and recommendations to management. Aspects of reasonable workload may include, but need not be limited to, nursing workloads generally, the provision of specialist advice, training, and planning for bed or ward closures or openings as they relate to nursing workloads. It is intended that the committees, by their operation, will make a positive contribution to the workload of nurses. Reasonable Workload Committees are a mechanism to provide for informed discussions at the local level and encourage the resolution where possible of any workload disputes at this level in the first instance.
 - (b) The committees by their operation will not alter the rights and obligations of management to decide nursing workload matters.
 - (c) Public hospitals, mental health facilities and multi-purpose sites will monitor the implementation of reasonable workloads for nurses using the agreed Monitoring System in all inpatient wards/units.

Monthly and annual reports generated by the Monitoring System will be provided to the Reasonable Workload Committee to ensure the committees have the information they need to assess workload issues.

In areas where the NSW Ministry of Health and the Association have agreed that the Monitoring System cannot apply, relevant available data pertaining to workloads will be collected and collated for the use of Reasonable Workload Committees.

- (d) It is intended that the Reasonable Workload Committees provide a structured and transparent forum for all nurses to be genuinely consulted about workload matters through an appropriate mechanism; contribute to the decision making process; and have the ability to resolve disputes about workloads, should they arise, through the committee process and provisions in this award.
- (vi) Structure of Reasonable Workload Committees
- (a) Upon request by the Association, nurse(s) employed in a public hospital, or public health organisation or the employer, a Reasonable Workload Committee will be established for the relevant public hospital or public health organisation. Such requests will be made to the Chief Executive Officer of the public health organisation. Where circumstances warrant and are conducive to the efficient delivery of services, a Reasonable Workload Committee may be established by agreement between the Association and the employer that covers more than one public hospital or public health organisation.
 - (b) Upon request by the Association or an employer a reasonable workload committee will also be established for the relevant Local Health District or Statutory Health Corporation.
 - (c) Each Reasonable Workload Committee will comprise equal representation of employees and the employer. Employee representation will be determined by the Association. Employer representation will be determined by the employer as appropriate. Committee size will be determined by agreement between the Association and the employer. Every endeavour will be made to minimise the size of the committee, with provision to co-opt additional assistance that may be required on an 'as needs' basis.
 - (d) The committees will meet with a frequency determined by each committee, having regard to issues and information to hand.
 - (e) The committee members and the parties they represent will make every endeavour to reduce or eliminate any duplication of subject matter and coverage with pre-existing structures and consultative mechanisms. Every effort will also be taken to ensure the most efficient meeting arrangements are instituted for operation of the committees and to minimise disruption to nurses' rosters. The committee members and the parties they represent will make every endeavour to ensure that any additional time and information imposts arising from the operations of the committee are minimised.
 - (f) To enable members of reasonable workload committees to discharge the committee's role and carry out their responsibilities, attendance at committee meetings and reasonable preparation time will be deemed to be time on duty and remunerated accordingly. Wherever possible, this time should occur during the ordinary hours of work.
- (vii) Grievances in relation to workload
- (a) Notwithstanding the provisions specified in subclauses (ii) to (iii) of clause 48, Disputes, in this award, the following procedure will apply to resolve workload grievances or staffing grievances directly arising from nursing workload issues.
 - (b) A grievance in relation to such matter will first be raised at the local ward/unit level with the Nursing/Midwifery Unit Manager responsible (or the appropriate manager).
 - (c) If the matter remains unresolved, it should be referred to the appropriate Nurse/Midwife Manager, Director of Nursing or Local Health District Director of Nursing, depending on the nursing executive structure of the public hospital or public health organisation in which the grievance has arisen.

- (d) If the matter remains unresolved, it should be referred to the appropriate public hospital/public health organisation reasonable workload committee for consideration and recommendation to management. If the matter cannot be resolved by this committee, the issue may be referred to a Local Health District or Statutory Health Corporation committee under paragraph (v)(b).
- (e) If the matter remains unresolved, it should be dealt with in accordance with the provisions of subclauses (iv) to (ix) of clause 48, Disputes, in this award.

54. Trade Union Activities

A. Trade Union Activities regarded as On-Duty

An Association delegate will be released from the performance of normal duty when required to undertake any of the activities specified at (i) to (viii) below.

While undertaking such activities on a normal rostered day on duty, the Association delegate will be regarded as being on duty and will not be required to apply for leave. The delegate will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

In circumstances where an Association delegate is not rostered for duty or is on an allocated/additional day off and is not required by the employer to undertake these activities, such time will not be counted as time worked.

- (i) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee representatives at a place of work as provided for in the *Work Health and Safety Act 2011* (NSW), as amended or replaced from time to time;
- (ii) Attendance at meetings with workplace management or workplace management representatives;
- (iii) A reasonable period of preparation time, before:
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
 - by agreement with management, where operational requirements allow the taking of such time.
- (iv) Giving evidence in court on behalf of the employer;
- (v) Presenting information on the Association and Association activities at induction sessions for new staff. The Association will have up to one half-hour made available for a presentation in such a program provided to employees. If such programs are provided to employees by electronic or remote means, the union's presentation and associated literature will also be included; and
- (vi) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

B. Trade Union Leave Activities

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

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, or Councils;
- (iii) annual conference of Unions NSW and the Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
- (v) attendance at meetings called by the Director-General of Health/Health Service, as the employer for industrial purposes, as and when required;
- (vi) giving evidence before an Industrial Tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of Parts A, B and C of this clause apply.

C. Trade Union Training Courses

The following training courses will attract the grant of paid trade union leave as specified below:

- (i) accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which paid trade union leave for such courses will be granted will be negotiated between the Chief Executive and the Association.
- (ii) courses organised and conducted by the Australian Council of Trade Unions or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (c) the employer not being responsible for any travelling and associated expenses incurred in attending such courses;
 - (d) attendance being confirmed in writing to the employer by the Association or a nominated training provider."

D. On-Loan Arrangements

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

- (i) meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:
 - (a) as an Executive Member; or
 - (b) a member of a Federal Council; or
 - (c) as a member of a vocational or industry committee.
- (ii) briefing counsel on behalf of the Association;

- (iii) assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (iv) country tours undertaken by a member of the executive or Council of the Association;
- (v) taking up of full time duties with the Association (excluding Elected Office);
- (vi) the following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:
 - (a) the employer will continue to pay the delegate or an authorised Association representative whose services are "on loan" to the Association;
 - (b) the employer will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation;
 - (c) agreement with the Association on the financial arrangements, including agreement on leave matters, must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive of the Health Service and the Association.
- (vii) "On loan" arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave, for incremental progression and for continuity of employment purposes.
- (viii) On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association will approach the Chief Executive in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (ix) Where the Chief Executive and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Director-General of Health for determination after consultation with the Chief Executive and the Association."

E. Period of Notice for Trade Union Activities

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

F. Access to Facilities by Trade Union Delegates

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

- (i) telephone, facsimile and, where available, email facilities;
- (ii) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (iii) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association."

G. Responsibilities of the Trade Union Delegate

Responsibilities of the delegate are to:

- (i) establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

- (ii) participate in the workplace consultative processes, as appropriate;
- (iii) follow the dispute settling procedure applicable in the workplace;
- (iv) provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (v) account for all time spent on authorised Association business;
- (vi) when trade union leave is required, to apply for that leave in advance;
- (vii) distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive and the Association; and
- (viii) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level."

H. Responsibilities of the Trade Union

Responsibilities of the Association in respect of trade union activities are to:

- (i) provide written advice to the Chief Executive about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (ii) meet travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (iii) of Part I, Responsibilities of Workplace Management;
- (iii) pay promptly any monies owing to the workplace under a negotiated "on loan" arrangement;
- (iv) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (v) apply to the Chief Executive of the health service well in advance of any proposed extension to the "on loan" arrangement;
- (vi) assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (vii) advise employer of any leave taken by the Association delegate during the on loan arrangement.

I. Responsibilities of Workplace Management

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

- (i) release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- (ii) advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (iii) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (iv) where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

- (v) re-credit any other leave applied for on the day to which trade union leave or release from duty subsequently applies. This does not apply where the delegate is rostered off duty on the day she/he is required to perform Association activities or on an allocated/additional day off duty;
- (vi) to continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (vii) to verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (viii) if the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

J. Travelling and other Costs of Trade Union Delegates

- (i) Except as specified in subclause (iii) of Part I, Responsibilities of Workplace Management of this award, travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (ii) In respect of meetings called by the workplace management in terms of subclause (iii) of Part I, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clause 20, Mobility, Excess Fares and Travelling, of this award and relevant Circulars.
- (iii) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the employer, in respect of Association activities covered by paid trade union leave or trade union "on duty" activities provided for in this award.
- (iv) The "on loan" arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the employer by the Association or the staff member.

55. Learning and Development Leave

(i) Definitions

The following definitions apply in this clause:

"Learning and Development Leave" includes leave granted to undertake tertiary studies at an accredited education institution and includes leave for examinations, or leave granted to attend external activities, such as conferences, seminars and short courses. Employees may also attend lectures, tutorials, conferences or seminars on days they are not rostered for duty, for which no payment is made.

Leave is not required for the following types of employer-supported learning activities that are undertaken by employees on a routine basis, and at which employees are considered to be 'on duty':

- in-house courses or activities
- mandatory training and education

"Educational institutions" are those accredited to provide undergraduate and/or postgraduate tertiary studies that culminate in a recognised academic and/or professional qualification including a degree, diploma or certificate.

(ii) General

- (a) Learning and development is a shared responsibility between the organisation and the individual. Employees should be prepared to pursue their own development and the organisation should promote an environment that supports individual initiative.
- (b) The Secretary of Health is responsible for setting policy direction to ensure that all employees receive appropriate learning opportunities.
- (c) Chief Executives of Health Services are responsible and accountable for ensuring that employees receive appropriate learning opportunities in line with the present and future needs of the Health Service. Chief Executives are also responsible for allocating an appropriate budget for learning activities, which may include replacement costs for rostered staff who are on leave to attend an approved workshop, conference or tertiary studies.
- (d) Managers and supervisors are responsible and accountable for promoting and supporting learning activities for staff in their area of responsibility. Managers and supervisors are also responsible for arranging replacement staff, when necessary, for employees who may be attending learning activities. Managers and supervisors must advise all employees of the protocol for review procedures relating to non-approval of Learning and Development Leave.
- (e) Nurses wishing to attend a part time postgraduate course of study who are working shift work are to be given priority in being released from rostered shifts to attend lectures/tutorials where there are no alternative and feasible attendance options. Replacement of staff should be provided where appropriate. This applies only to further studies that lead to a recognised clinical qualification.
- (f) Employees are responsible for meeting all fees/costs associated with tertiary studies and fees associated with other educational activities unless the Health Service offers scholarships or other forms of financial assistance.

(iii) Eligibility

- (a) Access to Learning and Development Leave is at the discretion of the Health Service. It should be made available to all eligible employees within the Health Service to promote the development of a highly trained, skilled and versatile workforce which is responsive to the requirements of government and Health Service delivery.
- (b) Permanent staff who are full time or part time, and full time temporary employees are eligible to apply for leave. Part time temporary employees and permanent part time employees are granted leave on a pro-rata basis. Casual staff are not eligible for this form of leave.

(iv) Types and amount of leave

- (a) Seminars, conferences and short courses
 - (1) The approval of leave and/or financial assistance for attendance at seminars, conferences or short courses should be considered in light of the Health Service strategic plan. Employees may be granted Learning and Development Leave or may be considered on duty depending on the priority for this activity in the light of the Health Service Strategic Plan.
 - (2) The amount of leave is at the discretion of the Health Service. Decisions in relation to financial assistance should be made in the context of the budget and the expected benefits to the Health Service.

(b) Tertiary Study

- (1) When developing local learning and Development Leave policy for tertiary study each Health Service will need to advise employees of local approval arrangements.
- (2) Leave is not to be approved for failed or repeated subjects.

(c) Face to face

- (1) The amount of leave granted is at the discretion of the Health Service. As a guide, in respect of attendance at an educational institution, employees may be granted 50% of compulsory attendance times up to four hours per week per semester or term.
- (2) The amount of leave to attend examinations should be based on the specific requirements of the individual course. An employee's request not to be rostered to work night shift on the day prior to a scheduled morning examination should, wherever practicable, be agreed to by the Health Service.

(d) Distance Education

An equivalent amount of Learning and Development Leave to that available for face to face study is to be granted to employees undertaking distance education.

(e) Accrual of leave

Learning and Development Leave associated with tertiary studies may be accrued up to a maximum of 5 days per semester or term, and may be accrued until the last examination of the semester, or the last attendance day of the semester if there is no final examination.

(f) Residentials

The amount of leave to attend a compulsory residential program should be based on the specific requirements of the course and should be negotiated at the time of application for Learning and Development Leave.

(g) Thesis/Research or combination Thesis/Research/Coursework

Periods of leave may also be granted to employees undertaking higher degrees by thesis, research, coursework, or a combination of same. The amount of leave will be based on four hours per week for each academic year of study. Rather than being taken on a week to week basis the leave is available over the course of study. For example, if the higher degree takes 1 academic year and an academic year is 30 weeks the entitlement for leave would be calculated as 30 weeks x four hours = 120 hours available over the year. If the higher degree takes two years the amount would be 240 hours. All hours are available over the length of the course and may be taken in amounts mutually agreeable between the employee and the Health Service.

(v) Payment for Leave

Leave approved pursuant to this clause will be paid at the employee's ordinary rate of salary and excluding penalty rates.

56. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into a trust account in the employee's name each pay period for

payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law.

- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) Each public health organisation will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation.
- (v) Each public health organisation will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The public health organisation will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the public health organisation will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (e.g. First State Superannuation, HESTA, HIP) the public health organisation will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.

- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave.

In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer and will be paid all monies in the trust account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the public health organisation an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year, employees are not permitted to undertake work in the NSW Health Service in positions covered by the Award. However, this does not prevent work in the NSW Health Service in another position not covered by the Award.
- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive public health system entity position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

57. Supernumerary Time for New Graduates

- (i) Newly graduated Registered Nurses, Midwives and Enrolled Nurses will be provided with a minimum of five days of clinical supernumerary time within their first 12 months of employment to support their learning and development needs.

58. Commitments During Term of This Award

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
- (a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post-Acute Care;
 - (b) improved Severe Chronic Disease Management (SCDM);
 - (c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
 - (d) enhanced Healthcare Associated Infections (HAI) control;
 - (e) improved clinical hand-over procedures;

- (f) reduction in medication errors;
 - (g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
 - (h) improved Nursing/Midwifery Unit Manager capabilities;
 - (i) improved Drug & Alcohol Consultation liaison;
 - (j) improved Management of Patient Deterioration;
 - (k) management of ambulatory care sensitive conditions;
 - (l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
 - (m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following safety and quality initiatives:
- (a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
 - (b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
 - (c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
 - (d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
 - (e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
 - (f) operationalising Supervision for Safety principles within existing staffing.
- (iii) This commitment to co-operation is without prejudice to any claims the Association may make covering the period from 1 July 2009 with respect to increased productivity, work value or special case factors arising from the provisions described above, or any response by the Ministry to such claims.

59. Area, Incidence and Duration

- (i) This award rescinds and replaces the Public Health System Nurses' and Midwives' (State) Award 2022 published 20 January 2023 (393 I.G. 1251) and all variations thereof.
- (ii) This award will apply to persons engaged in the industry of nursing.
- (iii) Industry of nursing means the industry of persons engaged in New South Wales in the profession or occupation of nursing including midwifery and employed in or in connection with the New South Wales Health Service as defined in section 115 of the *Health Services Act 1997* (NSW) or its successors, assignees or transmittes.

- (iv) This award commences on and from 1 July 2023. It will remain in force until 30 June 2025.
- (v) The increases shown in the Schedule A commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2023 and 1 July 2024, respectively.

SCHEDULE A

PART B

MONETARY RATES

Table 1 - Salaries

Description	FFPPCOOA 01/07/2023 Per week \$	FFPPCOOA 01/07/2024 Per week \$
Assistants in Nursing / Midwifery		
1st Year	964.70	993.60
2nd Year	995.40	1025.30
3rd Year	1026.70	1057.50
4th Year and Thereafter	1058.40	1090.20
Enrolled Nurse Without Medication Qualification		
1st Year	1183.90	1219.40
2nd Year	1209.90	1246.20
3rd Year	1235.60	1272.70
4th Year	1261.90	1299.80
5th Year and Thereafter	1288.60	1327.30
Special Grade >08/12/1999	1328.70	1368.60
Enrolled Nurse		
1st Year	1209.90	1246.20
2nd Year	1235.60	1272.70
3rd Year	1261.90	1299.80
4th Year	1288.60	1327.30
5th Year and Thereafter	1314.70	1354.10
Special Grade	1354.90	1395.50
Registered Nurse / Midwife		
1st Year	1342.50	1382.80
2nd Year	1415.30	1457.80
3rd Year	1488.40	1533.10
4th Year	1566.80	1613.80
5th Year	1644.60	1693.90
6th Year	1721.90	1773.60
7th Year	1810.50	1864.80
8th Year and Thereafter	1884.90	1941.40
Clinical Nurse Specialist		
Clinical Nurse / Midwife Specialist		
Grade 1 - 1st Year and Thereafter	1961.50	2020.30
Grade 2 - 1st Year	2107.10	2170.30
Grade 2 - 2nd Year and Thereafter	2176.30	2241.60
Clinical Nurse / Midwife Consultant		
Appointed prior to 31.12.99	2412.10	2484.50
Grade 1 - 1st Year >31.12.99	2357.90	2428.60
Grade 1 - 2nd Year >31.12.99	2406.10	2478.30
Grade 2 - 1st Year >31.12.99	2453.70	2527.30
Grade 2 - 2nd Year >31.12.99	2502.60	2577.70
Grade 3 - 1st Year >31.12.99	2598.60	2676.60

Grade 3 - 2nd Year >31.12.99	2646.90	2726.30
Clinical Nurse / Midwife Educator		
Year 1	2040.90	2102.10
Year 2 and Thereafter	2107.10	2170.30
Nurse / Midwife Educator		
4th Year as at 1/7/08	2412.10	2484.50
Grade 1 - 1st Year	2292.50	2361.30
Grade 1 - 2nd Year and Thereafter	2357.90	2428.60
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Nurse / Midwife Practitioner		
1st Year	2598.60	2676.60
2nd Year	2646.90	2726.30
3rd Year	2714.50	2795.90
4th Year	2782.40	2865.90
Nursing / Midwifery Unit Manager		
Level 1	2364.80	2435.70
Level 2	2476.80	2551.10
Level 3	2543.40	2619.70
Nurse / Midwife Manager		
Grade 1 - 1st Year	2357.90	2428.60
Grade 1 - 2nd Year and Thereafter	2406.10	2478.30
Grade 2 - 1st Year	2453.70	2527.30
Grade 2 - 2nd Year and Thereafter	2502.60	2577.70
Grade 3 - 1st Year	2598.60	2676.60
Grade 3 - 2nd Year and Thereafter	2646.90	2726.30
Grade 4 - 1st Year	2743.00	2825.30
Grade 4 - 2nd Year and Thereafter	2791.20	2874.90
Grade 5 - 1st Year	2886.70	2973.30
Grade 5 - 2nd Year and Thereafter	2935.60	3023.70
Grade 6 - 1st Year	3031.80	3122.80
Grade 6 - 2nd Year and Thereafter	3080.40	3172.80
Grade 7 - 1st Year	3271.90	3370.10
Grade 7 - 2nd Year and Thereafter	3320.70	3420.30
Grade 8 - 1st Year	3513.30	3618.70
Grade 8 - 2nd Year and Thereafter	3561.20	3668.00
Grade 9 - 1st Year	3753.50	3866.10
Grade 9 - 2nd Year and Thereafter	3801.90	3916.00
Registered Mothercraft Nurse		
9th Year	1599.70	1647.70
The mothercraft classification applies only to persons employed in this classification as at 31 December 1988. Persons employed after that date are classified as Enrolled Nurses. As at 30 June 2015, all existing Registered Mothercraft Nurses were classified as Registered Mothercraft Nurse 9th Year.		
Registered Nurse - Pre Registration		
1st Year and Thereafter	1157.50	1192.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Allowance	FFPPCOOA 01/07/2023 \$
		In charge of hospital	
1	12(i)(a)	RN in charge of hospital - per shift	38.39
		On Call	
2	12(ii)(a)	On Call Allowance - per hour	4.20
2	12(ii)(a)	On Call Allowance minimum payment	33.60
3	12(ii)(b)	On Call Allowance on RDO - per hour	8.38
3	12(ii)(b)	On Call Allowance on RDO minimum payment	67.04
4	12(ii)(c)	On call during meal break - per break	16.52
		Radiographic	
5	12(iii)(a)	Director of Nursing performing radiographic duties - per week	46.82
6	12(iii)(c)	Employee in absence of DON - per day	9.37
6	12(iii)(c)	Maximum payment - per week	46.86
7	12(iv)	Employee wearing lead apron - per hour	2.33
		In Charge of Ward/Hospital	
8	12(v)(a) & (b)	RN in charge of ward - per shift	38.39
9	12(vi)	RN in charge of ward also in charge of hospital <100 beds - per shift	57.57
9(b)	12(ix)	RN in charge of ward also in charge of hospital >100 beds - per shift	73.59
		Climatic/Isolation	
10	14(i)	Climatic Allowance - per week	4.54
10	14(ii)	Isolation Allowance - per week	8.90
11	17(i)	Special rate for RN - Tibooburra and Ivanhoe Hospitals - per week	39.98
11	17(i)	Special rate for EN, AIN - Tibooburra and Ivanhoe Hospitals - per week	17.42
		Justice Health	
11a	17(iii)	Justice Health Service Environmental Allowance - per annum	3366
11b	17(iv)	Justice Health Service Productivity Allowance - per week	82.99
		Excess Fares	
12	20(iv)(b)	Excess Fares - per day	6.27
		Uniform and Laundry Allowance	
13	23(iii)(a)	Uniform Allowance - per week	8.99
13	23(iii)(a)	Shoes Allowance - per week	2.78
13	23(iii)(a)	Uniform (including shoes allowance) - per week	11.77
13	23(iii)(a)	Cardigan or Jacket Allowance - per week	2.70
14	23(iv)	Laundry Allowance - per week	7.49
		Accommodation and Board Deductions	
15	38(iii)(a)	Separate bedroom - per week	80.37
15	38(iii)(b)	Self-contained flat - per week	97.93
16	38(iv)	Deduction for meals - per week	173.48
17	38(v)(b)	Breakfast - per meal	5.86
17	38(v)(b)	Other meals - per meal	10.68
		CSSD	
18	12(viii)	EN employed in CSSD unit with CSSD Cert - per week	18.20
		Flight Nurses	
19	17(v)	Industry Allowance, Flight Nurses, Ambulance Service - per week	18.58
		Continuing Education Allowance (CEA)	

20	13(ii)	CEA - Post Registration Hospital Certificate - per week	44.70
21	13(iii)	CEA - Post Graduate Certificate - per week	44.70
22	13(iv)&(x)	CEA - Post Graduate Diploma or Degree - per week	67.20
23	13(v)&(x)	CEA - Masters Degree or Doctorate - per week	80.70
24	13(vii)	CEA - Enrolled Nurse Certificate 4 - per week	32.20
25	13(viii)	CEA - Enrolled Nurse Advanced Diploma of Nursing (Enrolled/Division 2 Nursing) - per week	40.50

SCHEDULE 1: NURSE/MIDWIFE MANAGERS

A registered nurse/midwife who:

Grade 1

- (a) participates in the management of the nursing service as the Deputy Nurse Manager in a small health facility or hospital and is responsible to an on-site Nurse Manager;
- (b) supervises the nursing services in a small health facility or hospital on evenings, nights and/or weekends (where such a position exists as a separate and substantive position)

Grade 2

- (a) supervises the nursing services in a health facility or hospital greater than 100 ADA on evenings, nights and/or weekends;
- (b) participates in the management of the nursing service of a small health facility or hospital as the Deputy Nurse Manager, and is responsible to a nurse manager who has responsibility for the management of two or more hospitals;
- (c) co-ordinates and manages a function, service or section (including a ward and/or unit or community nursing service) within a health facility or hospital.

Grade 3

- (a) co-ordinates and manages a nurse education service of a hospital or group of hospitals or health facility, supervising at least one other nurse educator (provided that the requirement to be responsible for one or more nurse educators will not apply in the case of an employee who is regarded by his or her employer as a resource person for other nurse educators or who is a sole educator for that nurse education service);
- (b) participates in the management of nursing services as the Deputy Nurse Manager in a medium-sized health facility or hospital (other than a tertiary referral teaching hospital);
- (c) is responsible for the management of nursing services in a small health facility or hospital;
- (d) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital generally not exceeding 10 ADA;
- (e) co-ordinates and manages a complex function, service or section (including a large and/or complex ward and/or unit or community nursing service) within a health facility or hospital.

Grade 4

- (a) participates in the management of nursing services as the Deputy Nurse Manager in a complex hospital (other than a tertiary referral teaching hospital);
- (b) is responsible for the overall management of nursing services across a group of small hospitals or facilities or health services;

- (c) co-ordinates and manages a hospital wide function or service in a tertiary referral teaching hospital.

Grade 5

- (a) is responsible for nursing operations in a major clinical division (for example, surgery or medicine) of a teaching hospital (other than a tertiary referral teaching hospital);
- (b) co-ordinates and manages a complex nurse education function;
- (c) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 10 ADA and generally not exceeding 30 ADA;
- (d) is responsible for management of nursing services in a medium sized health facility or hospital;

Grade 6

- (a) is the on-site executive officer in addition to responsibility for the management of nursing services in a facility or hospital (or group) generally greater than 30 ADA and generally not exceeding 75 ADA;
- (b) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District is less than 250 ADA;
- (c) participates in the management of the nursing services as the Deputy Nurse Manager in a tertiary referral teaching hospital;
- (d) is responsible for nursing operations in a major clinical division of a tertiary referral teaching hospital;
- (e) is responsible for management of nursing services in a medium sized health facility or hospital.

Grade 7

- (a) is responsible for the management of nursing services in a complex hospital;
- (b) is responsible for the management of nursing services across a group of medium-sized hospitals or facilities or health services;
- (c) is responsible for the management of nurse education in a Local Health District where the largest hospital in the District has an ADA greater than 250.

Grade 8

- (a) is responsible for the overall management of nursing services across a group of complex hospitals or facilities or health services;

Grade 9

- (a) is the Local Health District Director of Nursing Services in a rural Local Health District;
- (b) is responsible for the nursing services in a major teaching hospital providing tertiary referral services.

CORE KNOWLEDGE AND SKILLS

GROUP	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the Implementation of organisational change.	Ability to effectively allocate and manage resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to identify the need for and initiate the development of policy relating to the nursing service.	Ability to utilise a broad range of communication skills selectively in a variety of settings.	Ability to facilitate the acquisition of knowledge by individuals and groups.	Ability to undertake planning for and monitor performance in areas of responsibility for both individuals and teams. Ability to undertake a range of performance management activities appropriately	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to develop nursing service budget within prescribed parameters.
Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.

Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendation
Grade 7		Ability to represent the nursing service in a range of including State and National.	Ability to identify, evaluate and incorporate where appropriate emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation	Ability to represent the organisation at a State and National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health		Ability to generate and develop a strategic plan for the organisation.	
Grade 9	Ability to contribute to and influence emerging trends within nursing and health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State and National level.	Ability to identify additional funding sources and negotiate funding as required.

Represents core knowledge and skills. Each grade represents a higher level of function than those beneath. An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7.

SCHEDULE 2

- The following qualifications will attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association will attract the allowance set out in subclause (ii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Cardiology/Coronary Care	Cardio-Thoracic Diseases Nursing Certificate	Randwick Chest Hospital
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiology Nursing Certificate	Parramatta Hospitals, Westmead
	Cardio-Vascular and Respiratory Course	Royal Newcastle Hospital
	Cardiac Nursing Course	Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital, Darlinghurst
		Royal Melbourne Hospital
		National Heart and Chest Hospital, London
	Coronary Care Unit Certificate	Prince Henry's Hospital Melbourne
	Cardio-Thoracic Vascular Nursing Course	Green Lane Hospital, New Zealand
	Cardiothoracic Nursing Course	Freeman Hospital, Newcastle-Upon-Tyne, U.K.
		Grobby Road Hospital, Leicester, U.K.
Community Health	Public Health Nursing Diploma	College of Nursing, Australia
	Health Visitors Certificate	The Royal Sanitary Institute, U.K.
Critical Care	Critical Care Nursing Certificate	Prince Henry, Prince of Wales Hospitals
	Emergency Nursing Course	Liverpool Hospital
	Critical Care Nursing Course	Geelong Hospital
		Waikato Hospital, New Zealand
Developmental Disability	Mental Retardation Certificate	NSW Nurses Registration Board
	Developmental Disability Certificate	
	Any Developmental disability certificate accepted for registration as a developmental disability nurse prior to 1985 by the NSW Nurses Registration Board in addition to the qualification entitling registration by the Nurses and Midwives Board.	
Geriatrics	Geriatric Certificate	NSW Nurses Registration Board
Intensive Care	Intensive Care Nursing Certificate	Royal Newcastle Hospital
		Liverpool District Hospital
		Royal Prince Alfred Hospital
		St George Hospital
		St Vincent's Hospital, Darlinghurst
		Northern Met Region, Health Dept
		Southern Met Region, Health Dept
		Sydney Hospital
		RGH, Concord
		Central Coast Area Health Service
		Royal Hobart Hospital
		Royal Perth Hospital
		St Vincent's, Melbourne

		Canberra Hospital
	Intensive Care Nursing and Ward Management Diploma	College of Nursing, Australia
		The Parramatta Hospitals, Westmead
		NSW College of Nursing
Mental Health	Intensive Care Unit Certificate	Prince Henry's Hospital, Melbourne
	Psychiatric Certificate	NSW Nurses Registration Board
	Any mental health certificate accepted for registration as a mental health nurse prior to 1985 by the NSW Nurses Registration Board additional to the qualification entitling registration by the Nurses and Midwives Board.	
	Psychiatric Nursing Certificate	Metropolitan and Eastern School of Psychiatric Nursing, Victoria
		Western Area College of Nursing, Ireland
	Advanced Diploma in Nursing (Mental Health)	Christchurch Polytechnic, New Zealand
	Mentally Ill Qualification	Prestwick Hospital, Manchester, U.K.
		Southern Area Group School of Nursing, U.K.
Midwifery	Mental Illness Nursing certificate	Bromley Health Authority, U.K.
	Midwifery Certificate	NSW Nurses and Midwives Board
	Any midwifery certificate accepted for registration as a midwife by the Nurses and Midwives Board additional to the qualification entitling registration as a registered nurse.	
Neurology	Neurology and Neurosurgical Nursing Certificate	Royal Prince Alfred Hospital
		Melbourne Hospital
	Neuromedical/Neurosurgical Nursing Course	Royal North Shore Hospital
		Prince Henry/Prince of Wales Hospitals
		Westmead Hospital
	Neuro-Surgical Nursing Certificate	Royal Perth Hospital
Occupational Health	Certificate in Neuro-Surgical and Neurological Nursing	Alkinson-Morley Hospital, London
	Public Health Nursing (Occupational Health) Diploma	College of Nursing, Australia
Oncology	Oncology Certificate	Peter MacCallum Clinic, Melbourne
Operating Theatres	Operating Suite Nurse Course	Westmead Hospital
	Operating Theatre Nursing Certificate	Prince Henry, Prince of Wales Hospitals
		Royal North Shore Hospital
		Royal Prince Alfred Hospital
		St Vincent's Hospital Darlinghurst
		Hunter Region, Health Dept
		Royal Hobart Hospital
		Kent and Canterbury Hospitals, U.K.
	Operating Theatre Nursing and Management Diploma	College of Nursing Australia
		NSW College of Nursing
	Post basic Course in Operating Room Nursing	RGH, Concord
	Graduate Certificate in Perioperative Nursing	Liverpool Hospital
	Graduate Certificate in Anaesthetic and Recovery Nursing	Liverpool Hospital
	Operating Room Nursing Certificate	Royal Adelaide Hospital
	Operating Room Post Basic Course	Western General Hospital,
	Operating Room Technique and Management	Melbourne Repatriation and General Hospital, Heidelberg, Victoria
	Operating Theatre Techniques and Management Certificate	St Vincent's Hospital, Melbourne
	Operating Theatre Techniques Certificate	Royal Melbourne Hospital

		South African Nursing Council
		Middlesex Hospital, U.K.
	Operating Theatre Nursing Course	Epsom District Hospital, London
		Nottingham School of Nursing, U.K.
	Operating Department Nursing Certificate	East Berkshire School of Nursing, U.K. Wexham Park Hospital, Slough, Berkshire, U.K. Lewisham School of Nursing, London Queen Elizabeth School of Nursing, Birmingham, U.K.
	Operating Department Nursing Course	English National Board for Continuing Education and Training, Hillington Health Authority, U.K.
Ophthalmology	Ophthalmic Nursing Certificate	Sydney Hospital
Orthopaedics	Certificate in Orthopaedic Nursing	Moorefields Hospital, London Royal National Orthopaedic Hospital, London and Stanmore, Middlesex Heathwood Hospital, Ascot, U.K.
	Orthopaedic Nursing Certificate	Gartnavel General Hospital, Glasgow, U.K. Nuffield Orthopaedic Centre, Oxford, U.K.
		Princess Elizabeth Orthopaedic Hospital, U.K.
	Orthopaedic Nursing Course	Basingstoke North Hampshire Health Authority, U.K. Robert Jones and Agnes Hunt Orthopaedic Hospital, U.K.
Paediatrics	Infants Certificate	NSW Nurses Registration Board
	Mothercraft Certificate	
Renal	Renal Diseases and Transplantation Certificate	Prince Henry, Prince of Wales Hospitals
		Royal Newcastle Hospital
		Royal Prince Alfred Hospital
		Sydney Hospital
	Nephrology, Dialysis and Transplant Nursing Certificate	Royal North Shore Hospital
	Graduate Certificate in Renal Nursing	Liverpool Hospital
	Renal Nursing Certificate	Guys Hospital, London
		St Mary's Hospital, London
	Renal Nursing Course	The London Hospital
Thoracic	Thoracic Nursing Certificate	The British Thoracic Association

SCHEDULE 3

- The following qualifications will attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance. In addition to the qualifications listed below, a qualification deemed to be equivalent by agreement between the Ministry and the Association will attract the allowance set out in subclause (vii) of clause 13, Continuing Education Allowance.

Clinical Speciality	Course	Institution
Paediatrics	Mothercraft Certificate	NSW Nurses and Midwives Board. (In addition to the qualification entitling enrolment by the Nurses and Midwives Board.)

PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD 2018

AWARD REPRINT

This reprint of the abovementioned award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9063	8 May 2000	1 July 2019	387	1203
C9184	29 January 2021	1 July 2020	389	108
C9231	5 March 2021	1 July 2019	389	284

AWARD

PART A

Arrangement

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

PART B - MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

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

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

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

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

"Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

"Union" means the Health Services Union NSW.

2. Salaries

Salaries for Residential Services Assistants shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

3. Conditions of Service

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

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

4. Dispute Resolution

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

5. Anti-Discrimination

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

NOTES -

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

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

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from 1 July 2018 and shall remain in force for a period of one year. The wage rates as outlined in Table 1 - Salaries will apply from the first full pay period on or after (ffpoa) 1 July 2018.
- (ii) This Award rescinds and replaces the Public Hospital Residential Services Assistants (State) Award published 24 November 2017 (382 I.G. 140) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

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

Classification	Rate from ffppoa 01/07/2019 2.5% \$ per week	Rate from ffppoa 01/07/2020 3% \$ per week
Residential Services Assistant		
1st year of service	1,046.30	1,049.40
2nd year of service	1,067.20	1,070.40
3rd year of service	1,087.80	1,091.10
4th year of service	1,113.60	1,116.90
5th year of service	1,133.80	1,137.20

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9934	14 March 2025	1 July 2024	397	1112

AWARD

Arrangement

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6. Grievance Procedure
7. Consultation and Significant Workplace Change
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APPENDIX A

APPENDIX B

Grievance Management Procedure

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION, OPERATION AND GENERAL PROVISIONS

1. Definitions

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

Act means *Transport Administration Act 1988* (NSW)

BSO - means a Boating Education Officer, Boating Safety Officer or Senior Boating Safety Officer in Maritime.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 13.5.

COI means a Compliance Operations Inspector (formerly Enforcement Operations Inspector (EOI) and Inspector Vehicle Regulator (IVR).

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the Employers' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 23.

Dispute Settlement Procedure (DSP) means the procedure outlined in clause 5.

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary of the Department of Transport in accordance with s.68C(3) of the Act.

ESO means an Environmental Service Officer.

Extended Leave means long service leave as provided by clause 33.

FACSL means Family and Community Service Leave as provided by clause 30.

Family Member means:

- (a) a spouse of the Employee;
- (b) de facto spouse, who, who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's Headquarters.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award.

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 23.2

General Provisions means those provisions referred to in Part A, Core Conditions, of this Award.

Graduate Engineer means a Professional Engineer who is participating in the Employer's Entry Level Talent Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in the RMS Group.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the *Public Holidays Act 2010* (NSW). It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees assigned to positions within the structure of Maritime; excluding Transport Service senior executives and Transport Service senior managers as defined by section 68D of the Act.

MESO means Maritime Environmental Services Officer.

Official Business Rate means the rate Employees are paid for using a private vehicle on official business when:

- (iv) no Employer owned vehicle is available; or
- (v) no hire car is available; or
- (vi) no public or other transport is available; or
- (vii) Employees are unable to use public or other transport because of a disability; or
- (viii) Employees are requested to use the vehicle and agree to do so; or
- (ix) Employees are required to do so as specified by subclause 21.5.10 (Transfer of Dependants), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 25.

P and MA Act shall mean the *Ports and Maritime Administration Act 1995* (NSW).

Part-Time Employee means a person employed in accordance with subclause 13.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Year's Eve and Australia Day.

RMS Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Act as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of

Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the Memorandum of Understanding, clause 5, DSP applies.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A, Part 1, of this Award. Unless specified otherwise, it includes Compliance Operations Inspectors.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Shift means a turn of duty during which work is performed.

Shift loading means a payment for working shifts other than day shift, as specified in subclause 24.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 24.2.

Special Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Aquatic Event.

Specialist Engineer means a Professional Engineer who has additional qualifications or skills as determined by the process defined in Clause 52.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 13.6.

Temporary work location means the place where Employees temporarily perform their ordinary work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union means an organisation of Employees registered under the *Industrial Relations Act 1996* (NSW).

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

2. Title

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2019.

3. Area, Incidence and Duration

3.1 This Award Shall Apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);
- (d) the Australian Services Union of N.S.W. (ASU);
- (e) Australian Maritime Officers' Union of New South Wales (AMOU);
- (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and
- (g) the Seamens' Union of Australia, New South Wales Branch (MUA).

3.3 This Award rescinds and replaces the Roads and Maritime Services Consolidated Salaried Award 2017 published 6 April 2018 (382 I.G. 988).

This Award as varied comes into effect on 1 July 2024.

Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

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

4. No Extra Claims

- 4.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will 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 the 30 June 2027 unilaterally made by a party to this Award unless otherwise agreed by the parties.
- 4.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 30 June 2027.
- 4.3 This clause does not prevent the parties from seeking the assistance of the Industrial Relations Commission of New South Wales in accordance with clause 5.8 and clauses 8 and 9 of the Memorandum of Understanding between the parties entered into in December 2024.

5. Dispute Settlement Procedure

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 4.1, this procedure shall apply to any Dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
- (c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the Employer. The Employer shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the DSP is being followed. For this purpose, "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Director Industrial and Workforce Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Director Industrial and Workforce Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4 By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5 The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6 The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7 All timeframes above are exclusive of weekends and public holidays.

5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available

work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Grievance Procedure

- 6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- 6.2 A grievance may, for example, relate to:
- (a) allocation of work or development opportunities,
 - (b) a perceived denial of an entitlement, or
 - (c) suspected discrimination or harassment.
- 6.3 The RMS Group's Grievance Management Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. The Procedure as at 20 August 2021 is at Appendix B of this Award.
- 6.4 While the Grievance Management Procedure is being followed, normal work is to continue.

7. Consultation and Significant Workplace Change

- 7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings unless varied by agreement.
- 7.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 7.3 The Consultative Committee will also consider strategic workforce planning and implementation issues. Relevant information will be provided to the Unions to facilitate these discussions such as:
- (a) Divisional organisation structures;
 - (b) Establishment details showing position by classification by Division, grade and location;
 - (c) Available breakdown figures for full time, part time, casual and temporary employees, as well as numbers, usage and length of hire of contractors and labour hire.
 - (d) Other relevant information concerning the Employer's use of contractors, supplementary labour, and project work.
- 7.4 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected employees in accordance with the above Guidelines and clause 7.6.
- 7.5 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the

elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

7.6 Employer to Consult

- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 7.5, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.5. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) The Employer will consult with Employees and Employee representatives and other parties to this award prior to the introduction of any technological change that impacts on work arrangements of Employees.
- (f) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the DSP in clause of this Award.

8. Trade Union Activities

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the DSP contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the *Industrial Relations Act 1996* (NSW) in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
 - (a) represent members in bargaining;
 - (b) represent the interests of members to the Employer;
 - (c) address new Employees about the benefits of union membership at the time that they enter employment;
 - (d) consult with union members and other Employees for whom the delegate is a representative; and

- (e) place union information on a union noticeboard in a readily accessible and visible location.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with the Employer or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with the Employer, including meetings under the DSP, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to the Employer of the requirement to attend a meeting arising as a result of the operation of the DSP. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
 - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of a relief Employee;
 - (b) all travelling expenses being met by the Employee or the Union;
 - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, the Employer will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.
- 8.12 Union Delegates' access to the Employer's facilities
- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of

carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.

- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.
- (c) Online union notice board:
 - (i) The Employer will provide a dedicated page for unions party to this Award on its intranet site in a readily available location.
 - (ii) Unions can use this page to provide links to their own websites to enable employees to access union information. Unions will provide the relevant information for the page to the Employer.
 - (iii) Unions will provide the hyperlinks to the Employer

8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:

- (a) Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to the Employer because:
 - (i) it needs the Employee's services, or
 - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
- (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union."
- (c) When performing work for the Union, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the Employee remains on the Employers' payroll,
 - (iii) the Employer will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
 - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to the Employer in the usual manner.

8.14 Inductions - union information sessions

- (a) The Employer will hold induction sessions for new employees in sessions that may be online or in-person.
- (b) Within induction sessions, the Employer will include a union information session of up to 30 minutes during which the union parties to this Award can attend and present information to the inductees.
- (c) If the induction session is online, the Employer will assist the attending unions by distributing union material electronically.
- (d) If more than one union attends the union information session, those unions will determine how the union information session time will be divided between the unions.

- (e) The Employer will invite unions to each union information session with sufficient time for the unions to arrange attendance. Attending unions must confirm whether they will attend before the induction
- (f) If requested, the Employer will release one union delegate per union from duty to attend for the duration of the union information sessions.

9. Work Environment

- 9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces through:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the *Work Health and Safety Act 2011* (NSW) and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.
- 9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.
- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977* (NSW). The Employer and Employees are required to refrain from, or be party to, any form of harassment in the workplace.

10. Anti-Discrimination

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 10.2 It follows that in fulfilling their obligations under clause 5 DSP 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.
- 10.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

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

NOTES

10.5.1 Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.

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

11. Diversity

- 11.1 The Employer is committed to building a culture that plans for and encourages diversity. The Employer recognises that a diverse workforce benefits our Employees and customers.
- 11.2 To this end, the parties will work together during the life of the Award on proposals for promoting, developing and retaining a diverse workforce, including:
- (a) programs aimed at professional development and leadership development; and
 - (b) promoting flexible working arrangements amongst staff and managers - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 11.3 The Employer will report on the progress of Diversity and Inclusion initiatives for employees covered by this award. This information is to be provided at the PCC.
- 11.4 The Employer will ensure that Workplace Change, as defined by clause 7.5(a), will not disadvantage diversity groups.

12. Negotiation of Next Award

- 12.1 The parties agree to begin negotiations for the next Award no later than six months prior to 30 June 2027.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

13. Forms of Employment

- 13.1 The Employer will use direct permanent employment as the preferred and predominant staffing option.
- 13.2 Basis of Employment
- Employees are employed on either a full-time, part-time, casual or temporary employment basis.
- 13.3 Full-Time
- A Full-Time Employee is an Employee employed to work the relevant full-time hours.

13.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 13.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
 - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
 - (ii) have the additional hours counted for the accrual of annual and sick leave.
- (g) Subject to subclause 13.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
 - (i) Part-Time Employees may work, with approval of the Employer, under a flexitime arrangement as set out at subclause 23.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification. The provisions of clause 25.2(c) also apply.

13.5 Casual Employment

- (a) Employees may be employed on a casual basis:
 - (i) to carry out work that is irregular or intermittent, or
 - (ii) to carry out work on a short-term basis, or
 - (iii) to carry out urgent work or to deal with an emergency, and
 - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.

- (c) Casual Employees who work less than three hours per engagement are paid for three hours.
- (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
- (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
- (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 25, Overtime or, for Maritime Employees, clause 67, Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 24, Shift Work and allowances (except for Transfer Allowances) as set out in clause 21, Allowances.
- (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
 - (i) Clause 14 (Probationary Period);
 - (ii) Clause 16 (Notice of Termination of Employment);
 - (iii) Subclause 21.5 (Transfer Allowances);
 - (iv) Section Five (Leave and Public Holidays);

13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause (d) an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for parental leave relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

13.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

14. Probationary Period

- 14.1 Subject to subclauses 14.2 all new Employees, other than Employees who immediately prior to their employment with the Employer were employed in the NSW Public Sector, will be subject to a probationary period of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.
- 14.2 Engineering Cadets and COIs are subject to a probation period of 12 months.
- 14.3 Prior to the conclusion of the probationary period, the Employer may either:
 - (a) confirm appointment;

- (b) extend the probationary period once up to a maximum of 3 months; or
- (c) annul the probationary appointment.

15. Secure Employment

15.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

15.2 Casual Conversion

- (a) A Casual Employee engaged by the 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) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause (b), upon receiving notice under subclause (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 the 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 DSP.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause (b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause (b), discuss and agree upon:
 - (i) whether the Employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the

period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.

- (g) Following an agreement being reached pursuant to subclause (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 DSP.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

15.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) 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):
 - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 15.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

15.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the DSP of this Award.

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

15.6 Contractors and Labour Hire

- (a) Consistent with subclauses 15.1 and 13.1 of this Award, the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) The Employer recognises that the use of contractors and labour hire may affect the job security and capability development opportunities of Employees covered by this Award.
- (c) In considering whether to engage contractors or labour hire employees, the Employer will consider and seek to utilise any existing Employees within the organisation who are suitable and/or available to carry out the work and/or there is a pressing need to meet business requirements.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not paying modern award or other relevant industrial instrument rates, providing modern award or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will take the necessary action to ensure that the situation is immediately rectified. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will ensure that appropriate action including termination of contract is implemented, if appropriate.

15.7 Transmission of Business

- (a) In the event that the Employer has reached a decision to transfer or outsource part of the business, the Employer will consult in accordance with clauses 7 and 15.8 (where appropriate) of this Award. Consultation will commence as soon as practicable after the Employer has reached its decision.
- (b) The Employer will comply with the relevant and applicable legislative provisions in respect of any proposed transmission of business.

15.8 Contracting Out Work

- (a) Application and definition

For the purpose of this subclause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

- (b) Considering Proposal to Contract Out Work

Where the Employer determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss the Employer's intention to pursue a proposal to contract out work.

- (c) Decision to Contract Out Work

- (i) Once the Employer has finalised a proposal and has made a decision to contract out work, the Employer agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.

- (ii) Prior to implementation of a proposal to contract out work, the Employer will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (d) Subject to reasonable notice and operational requirements, the Employer agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 15.8(b) above.
- (e) DSP

Any issues or matters in dispute should be dealt with under the DSP in clause 5 of this Award.

16. Notice of Termination of Employment

16.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.
- 16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

17. Abandonment of Employment

- 17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

- 17.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Group Separation from Employment Procedure.

SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS

18. Classifications and Rates of Pay

- 18.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 18.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 18.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 18.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 18.5 Employees will be paid applicable allowances and expenses in accordance with clause 21 and Schedule B of this Award.
- 18.6 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by:
 - (i) 4.0% from the first pay period commencing on or after 1 July 2024;
 - (ii) 3.0% from the first pay period commencing on or after 1 July 2025;
 - (iii) 3.0% from the first pay period to commence on or after 1 July 2026;
 - (b) allowance items 13, 19(a), 26 and 27 will be increased in accordance with sub-clause 18.6(a), rounded to the nearest dollar; allowance item 19(b) will be increased in accordance with sub-clause 18.6(a), rounded to the nearest cent.
 - (c) allowance items 1-6, 11-12, 15-18, 20, 24 and 25 will be increased in accordance with variations made via the Premier's Department Circular and Schedule B amended as required.
 - (d) allowance items 7-10 and 14 will be increased in accordance with the Crown Employees (Transferred Employees Compensation) Award.
 - (e) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
 - (f) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.
- 18.7 Increments
- (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will automatically progress one level within the Employee's classification.
 - (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct and is deferred by the manager prior to the increment date.
 - (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.

- (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

18.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s.68D(2) of the Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
 - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
 - (i) Superannuation Guarantee Contributions;
 - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

18.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in Part 7 of the *Industrial Relations Act 1996* (NSW),

the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

18.10 Professional Engineers and Maritime Employees will be paid fortnightly.

18.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

19. Higher Duties

19.1 Subject to subclause 19.2 and 19.4, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

19.2 Maritime Employees who undertake higher duties in an A, B or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (i.e. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A, B or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

19.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

19.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;
- (b) Maritime Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding

Master 5 qualifications and required by the Employer to use these qualifications/skills in the absence of the incumbent.

19.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

19.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
 - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
 - (ii) any period of leave during which allowance was not paid is discounted;
 - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

19.7 The Employer is to consider sharing higher duties relief opportunities between suitable Employees to enhance fairness and increase developmental opportunities.

19.8 The employer is committed to enabling and contributing to the professional development of employees.

20. Travelling Compensation

20.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an Employer owned vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) The Employer pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:

- (i) taxi, hire car or rented car;
 - (ii) air; or
 - (iii) private vehicle, in accordance with subclause 21.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 21.4.2.

20.2 Travel Compensation

20.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

20.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 20.2.2 and 20.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
 - (ii) for time spent travelling on permanent transfer where:
 - 1. the transfer involves promotion which carries increased salary,
 - 2. the transfer is for disciplinary reasons,
 - 3. the transfer is made at the Employee's request, or
 - 4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) periods of less than a quarter of an hour on any day shall be disregarded,
 - (iv) for the time taken by the Employee to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,

- (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than COI Employees who are exempt from this provision.
- (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
 - (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
 - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

20.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

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

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

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

21. Allowances

21.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account;

- (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

21.2 Meal Allowances

21.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on official work business if they:
 - (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
 - (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
 - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters.

However, Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

21.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 25.4.

21.3 Travelling and Lodging Allowance

21.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
 - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, however, in circumstances where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. If arrangements are made as per subclause 21.3.1(a)(i):
 - (A) Employees who stay in accommodation provided by the Employer will receive an incidentals allowance as set out at Item 4 of Schedule B;

- (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; or
 - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the applicable Lodging allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or
 - (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at subclause 21.3.1(a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
 - (i) their normal headquarters; or
 - (ii) their normal place of permanent residence where they travel directly from there; or
 - (iii) another temporary work location.
- (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to subclause (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.

- (j) Employees are not entitled to an allowance under this clause for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
 - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
 - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When Employees return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
- (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
- (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the DSP (5).

21.3.2 Lodging in Employer-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in Employer-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

21.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra), then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.

- (b) Employees are entitled to the Travelling allowance set out in subclause 21.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.
- (d) Where it is necessary to:
 - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 21.3.3(a)(ii), to travel to their permanent residence at weekends, the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
 - (i) if they have dependants, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the Employer.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:

- (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
 - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 20.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

21.4 Use of Private Motor Vehicle

21.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance; and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

21.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
 - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an Employer owned vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
 - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;

- (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

21.4.3 Private Use of Employer owned vehicles

- (a) Subject to approval from the Employer and the provisions of RMS Group's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an Vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the Employer's motor vehicle fleet and the vehicle being made available for general use during business hours.

21.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

21.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
 - (ii) under arrangements they have made directly with another Employee to exchange positions;
 - (iii) from one part of Sydney Metropolitan area to another as defined in the RMS Group Travel, Accommodation and Relocation Procedure.
 - (iv) to a new headquarters within 34km of their previous headquarters; or
 - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, the Employer is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

21.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 21.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 21.3, for the first eight weeks;
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after

eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;

- (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;
 - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
- (d) Where the Employer is not prepared, under subclause 21.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 21.3.
- (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 21.3.3 and 21.3.4.

21.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
- (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
 - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

21.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 21.5.3 applies, then the Employee may be reimbursed for the following expenses:
- (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the *Conveyancing Act 1919* (NSW);
 - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
 - (iii) registration of transfer and discharge of mortgage;
 - (iv) any real estate agent's commission for the sale of the former residence;
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee

has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);

- (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;
 - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 21.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
 - (c) The maximum amount Employees are reimbursed for items in subclause (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
 - (d) To be eligible for reimbursement in full for the amount of stamp duty in subclause (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

21.5.5 Telephone Connection

- (a) Employees will be reimbursed the cost of installing a telephone at their new location provided that:
 - (i) they were a telephone subscriber at their previous residence at the time of transfer; and
 - (ii) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
 - (iii) Employees must provide receipts when claiming reimbursement.

21.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 21.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.

- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.
- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

21.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
 - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

21.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:
 - (i) pays the amount set at Item 10(a) of Schedule B, per week;
 - (ii) produces receipts of payment; and
 - (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

21.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.

- (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
 - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.
- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense outlined in subclause (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
 - (i) an inventory of the furniture and effects with their approximate value;
 - (ii) quotations from carriers for the cost of removal;
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.
- (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

21.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 21.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 21.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
 - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.
- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 21.3. Any time spent in excess of the quickest practicable public surface route is:

- (i) deducted from annual leave; or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependant relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependant relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 21.3.

21.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 21.5.1, they are entitled to special leave of:
- (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

21.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
- (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
 - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

21.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.
- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Wialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.

- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mutawinjtji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

21.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and cannot be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
 - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

21.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.

- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

21.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

21.10 Uniform and Personal Protective Equipment

(a) Salaried Employees

- (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
- (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.

(b) Professional Engineers

- (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.

(c) Maritime Employees

- (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
- (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
- (iii) Replacement of uniforms shall be on a fair wear and tear basis.
- (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
- (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employer. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
- (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

21.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.

- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.
- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

21.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 62.
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate;
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the On Call and Disturbance Allowance Procedure.

SECTION 4 - LOCAL ARRANGEMENTS, HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS

22. Local Arrangements

- 22.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 22.2 All local arrangements negotiated between the Employer and the union parties must:
 - (i) be approved in writing by the Employer;
 - (ii) be approved in writing by the union parties to this Award;
 - (iii) include provisions for the duration, review, and termination of the agreement; and
 - (iv) be contained in a formal document signed by all parties to this Award.
- 22.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

23. Hours of Work

- 23.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);
 - (ii) Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause shall apply);
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

23.2 Ordinary Hours

- (a) The provisions of subclause 23.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 24.
- (b) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.
- (c) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.
- (d) Standard Hours Arrangement
 - (i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.
 - (ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:

- (A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;
 - (B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;
 - (C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and the Employer may agree to reduce the meal break to a minimum of 30 minutes.
- (e) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
 - (i) Flexitime arrangement is defined as where an Employee is able to:
 - (A) vary their start and finish times within the bandwidth;
 - (B) accrue one flex day (7 hours) in each 4 week settlement period;
 - (C) take flex leave at any time throughout the 4 week settlement period with approval from the Employer.
 - (ii) Once approved, a Flexitime Arrangement is defined as a program where Employees determine their own start and finish times within the bandwidth, in consultation with the Employer and taking into consideration the requirements of their role.
 - (iii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
 - (iv) Where the operational requirements allow, the working of a flexitime arrangement shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses 23.2(e)(xi), (xiv) and (xv), all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
 - (v) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
 - (vi) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
 - (vii) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
 - (viii) Lunch break - The standard lunch period shall be no less than ½ hour. Lunch breaks may be up to 2½ hours taking into consideration the requirements of the role.
 - (ix) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
 - (x) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.

- (xi) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 23.2(e)(xiii) and 23.2(e)(xvi), additional hours are forfeited.
- (xii) Any credit of hours outstanding on an Employee's last day of duty is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (xiii) The hours worked during the settlement period are to be monitored by the Employee and the Employer. When due to operational reasons the Employee may exceed the credit carry of 10 hours at the end of the settlement period, the Employer may approve the Employee to accrue additional hours worked above the 10 hours as time in lieu. Employer approval and the taking of the time in lieu will be subject to compliance with the Employer's policy, procedures, guidelines and delegations.
- (xiv) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - 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 from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - C. Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (xv) Flex leave - Subject to operational requirements:
 - A. An Employee may use credit hours to take off the equivalent of one full day or two half days in a settlement period of 4 weeks.
 - B. Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments.
 - C. Flex leave may be taken on consecutive working days.
 - D. Absences on flex leave may be combined with other periods of authorised leave.
- (xvi) Banked days - If an Employee is unable to take flex leave in accordance with clause 23.2(e)(xiv) due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement periods flex day, to take a maximum of five consecutive working days off at an appropriate time.
- (xvii) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 23.2(e)(xiv), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the Employer. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (xviii) Flexitime Arrangements will not be used to replace shift work or temporary shift arrangements, or where work would be more appropriately arranged under the shift work provisions of this Award.

24. Shiftwork

24.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) COIs and Compliance Operations Managers (in which case the provisions of clause 42 shall apply);
 - (ii) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (iii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iv) Work Support Employees (in which case the provisions of clause 45 shall apply);
 - (v) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (vi) Traffic Commanders (in which case the provisions of clause 47 shall apply);
 - (vii) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
 - (viii) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

24.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work), unless specific provisions apply:
 - (i) Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday;
 - (ii) Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.
 - (iii) Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.
 - (iv) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
 - (v) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;

- (vi) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Employees whose ordinary hours of work are 35 hours per week and are directed to work Field Work that is shift work, and unless specific provisions apply:
 - (i) an Employee shall be given at least 48 hours' notice of a requirement to work shift work;
 - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.
 - (iii) no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (c) For Salaried Employees who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
 - (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
 - (ii) each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes;
 - (iii) an Employee who has not worked, or is not regarded by reason of subclause 24.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination;
 - (iv) Employees working under subclause 24.2(a), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
 - (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in subclause 24.5(a).

24.3 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
 - (i) payment for day shift shall be at ordinary rates of pay;
 - (ii) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;

- (iii) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
- (iv) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;
- (v) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

24.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work, unless specific provisions apply:
 - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
 - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
 - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

24.5 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

24.6 For Salaried Employees who are Shift Workers:

- (a) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
- (b) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

24.7 For Professional Engineers rostered for Shift Work:

- (a) the Employer may roster Employees to work shifts on a rotating basis;
- (b) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (c) where practicable, Employees will be given seven days' notice of the shifts to be worked;
- (d) a meal break must be a minimum of 30 minutes duration.

- (i) Except in an emergency, Employees must not work more than five hours without a meal break.
 - (ii) A meal break during a day shift is unpaid and does not count as time worked.
 - (iii) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
 - (iv) Employees who are given less than 24 hours' notice of a change to a roster or are required to work a shift on a rostered day off will be paid a Meal allowance as specified in Item 2 of Schedule B.
- (e) For Professional Engineers rostered on rotating shift work:
- (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
 - (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
 - (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.
- (f) For Professional Engineers engaged on temporary night shift work:
- (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
 - (ii) arrangements for temporary shift work must be by agreement with the Employer provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
 - (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
 - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:
- | Shift | Loading |
|---------------|---------|
| Early morning | 12.5% |
| Afternoon | 25.0% |
| Night | 50.0% |
- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
 - (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
 - (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.

- (viii) Employees who are required to work temporary shift work must be given at least 48 hours' notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
 - (ix) Employees must not work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
 - (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
 - (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (g) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 24.7(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.

25. Overtime

25.1 Application of this Clause

- (a) With the exception of subclause 25.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
 - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 43 shall apply);
 - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 44 shall apply);
 - (iii) Work Support Employees (in which case the provisions clause 45 shall apply);
 - (iv) Traffic Supervisors (in which case the provisions of clause 46 shall apply);
 - (v) Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
 - (vi) Sydney Harbour Bridge Control Room Employees (in which case the provisions of 49 shall apply)
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (d) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available Employees.

25.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 24.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours

and double time thereafter subject to the provisions contained in subclause 25.2. For this purpose, each period of overtime shall stand alone.

- (b) For Salaried Employees (including COIs), other than Shift Workers:
 - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
 - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees and Professional Engineers working under flexible working hours:
 - (i) payment of overtime will be made only where the Employee works approved overtime;
 - (ii) any hours approved to be worked outside the Employee's ordinary hours of duty, if working a standard hours arrangement, or outside the bandwidth, if working under a flexitime arrangement, shall be overtime and managed in accordance with overtime provisions of the Award;
 - (iii) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work more than 8 ordinary hours within the bandwidth (excluding breaks) in any one day. Where an Employee agrees to the request, such hours shall be paid as overtime;
 - (iv) the Employer may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work between 7.00am and 7.30am or 6.00pm and 7.00pm. An Employee can choose to accept or decline such a request. If an Employee accepts the request the time worked will be counted and paid as overtime.
 - (v) where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue; and
 - (vi) where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (d) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between employees concerned and the employer, up to four ADOs may be accumulated.
- (e) For Salaried Employees (including COIs and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
 - (i) Employees who are paid a special allowance in lieu of overtime;
 - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
 - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (f) For Professional Engineers, there is no entitlement to be paid overtime if:
 - (i) the Employee is paid an allowance in lieu of overtime;
 - (ii) prior approval has not been given by the Employer to approve overtime; or

- (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the Employer. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the Employer authorises payment calculated on the Employee's substantive rate.

- (g) All overtime required to be worked shall be approved in advance by the Employer. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

25.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the Employee's health and safety;
 - (ii) the Employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

25.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 25.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (f) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (g) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (h) Employees are provided a meal allowance on the condition that:

- (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.
- (i) During paid meal breaks Employees must remain available to carry out duties if required.

25.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including COIs) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
- (i) subject to subclause 25.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
 - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
 - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
 - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
 - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (i.e. time for time), provided that:
- (i) leave in lieu of payment shall be taken at the convenience of the Employer;
 - (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
 - (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
 - (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
 - (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

25.6 Minimum Rest Period

- (a) For Salaried Employees (including COIs), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.

26. Flexible Working Practices

- 26.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employee performance and productivity and is a key contributor to the achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.
- 26.2 Flexible work arrangements may be agreed between the Employer and the Employee.
- 26.3 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:
 - (a) Teleworking (including working from home or a specified Telecentre) Remote working (including working from home).
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Phased retirement arrangements in accordance with published procedures
 - (e) Varying hours of work including bandwidth and when work is performed.
 - (f) Other negotiated flexible working requests
- 26.4 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:
 - (a) the Employer is to provide the Employee within a reasonable time:
 - (i) the reason(s) the request cannot be granted;
 - (ii) any alternative arrangements the Employer can provide the Employee; and
 - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
 - (b) Should no alternative arrangements be provided, the Employee may apply to the delegated officer in accordance with relevant policies, procedures and guidelines, for review and a written response will be provided to the Employee
 - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 DSP.
- 26.5 Consideration and approval of flexible working initiatives is in accordance with the relevant Policies, Procedures and Guidelines.

26.6 Right to Disconnect

- (a) The Employer and their Employees will respect Employees time outside of normal hours of work, including periods of absence on approved leave. The Employer will not rely upon a failure to respond to communications outside of normal hours of work for disciplinary or performance management purposes.
- (b) For the purposes of this subclause normal hours of work are:
 - (i) an Employee's set standard hours in accordance with clause 23.2 (d);
 - (ii) agreed flexible start and finish times for Employees working flexible hours,
 - (iii) a shift worker's rostered shifts;
 - (iv) an employee's overtime hours; or
 - (v) the hours an employee is on – call.
- (c) This subclause will not apply to the communication of shift changes.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS**27. Annual Leave****27.1 Application of this Clause**

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
- (b) Should any Specific Provisions in relation to annual leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944* (NSW), as in force from time to time.

27.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.

27.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.

27.4 An Employee is entitled to be paid in advance for periods of approved annual leave.

27.5 Additional Conditions applicable to Salaried Employees

- (a) The following Salaried Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily if:
 - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 21.6;
 - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed on a six or seven-day week three shift roster.

- (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 27.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

27.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
 - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 21.6; or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 27.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

27.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue 5 additional days of annual leave per annum accruing daily:
 - (i) Boating Safety Officers, Senior Boating Safety Officers and Boating Education Officers working weekends and public holidays;
 - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
 - (iii) Maritime Employees stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* (NSW).
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
- (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.

- (d) 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 time agreed by the parties in order to meet their personal carer's responsibilities.
- (e) A Maritime Employee may elect, with the Employer's Agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

27.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If subclause 27.8(c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

27.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

27.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
 - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
 - (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on

leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

- (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

28. Sick Leave

28.1 Application of this Clause

- (a) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to Shift Managers and Operations Coordinators in the RTOC (in which case the provisions of clause 48 shall apply).
- (b) Should any Specific Provisions in relation to sick leave be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

28.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Employer in the following circumstances:
 - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Employer for Extended Special Sick Leave.
 - (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
 - (iii) The Employer will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

28.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer 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 Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
 - (i) the person has 10 or more years of continuous service;
 - (ii) the person has been or will be absent for more than three months; and
 - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.
- (f) Employees who are ex-services personnel and have a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

28.4 Notification and Evidence requirements

- (a) An Employee must inform the Employer as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:

- (i) providing notice of the absence as per subclause 28.4(a); and
 - (ii) appropriate evidence requirements in subclause 28.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers (other than Maritime Employees), an Employee absent on account of sickness for more than two consecutive days, or a total of five days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.
- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.
- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.
- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

29. Carer's Leave

29.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

29.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short term care and support when a person identified in subclause 29.2(d) is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
- (c) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to FACSL is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in subclause 29.2(d).
- (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:

- (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (e) The Employee shall, if required:
- (i) establish either by production of a medical certificate or other acceptable documentation, 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 acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

29.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar year may be granted to Maritime Employees to provide short term care or support when a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in subclause 29.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.
- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime 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 time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime Employee may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

29.4 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 person prescribed in subclause 29.2(d) who is sick and requires 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 Employee is not entitled to any payment for the period of non-attendance.
- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

30. Family and Community Service Leave

30.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:

- (a) for reasons related to responsibilities for a Family Member;
- (b) for reasons related to the death of a Family Member or relative;
- (c) for reasons related to performance of community service;
- (d) in case of pressing necessity, natural disaster or major transport disruption, or
- (e) for the purpose of adoption interviews or examinations.

30.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:

- (a) two and a half days in the first 12 months of service;
- (b) two and a half days in the second year of service; and
- (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.

30.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.

30.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).

30.5 If available FACSL is exhausted as a result of natural disasters, the Employer shall consider applications for additional FACSL if some other emergency arises.

30.6 The Employer may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.

30.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.

30.8 Bereavement Leave for Casuals

- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 29.2(d) (Carer's leave) dies.
- (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes them self-unavailable to work.
- (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.
- (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

31. Parental. Leave

31.1 Definitions

For the purpose of this clause:

“Partner” includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.

“Primary Responsibility” means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.

“Miscarriage” means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.

“Pre-term birth” means the birth of a live child prior to 36 weeks gestation.

“Full-term birth” means the birth of a live child at 37 weeks onwards.

31.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

31.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.

- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid parental leave or sick leave and negotiates their date of return to work with the Employer.

31.4 Paid Other Parent Leave

An employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum

31.5 Simultaneous Unpaid Parental Leave

An unbroken period of up 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 or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

31.6 Special Pre-Term Parental Leave

- (a) Where an Employee or the Partner of an Employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

31.7 Miscarriage Leave

- (a) Where an employee or the Partner of an employee miscarries, an employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

31.8 Special Adoption Leave

- (a) An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave

31.9 Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of parental 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 Employee 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 Employee has not reduced their hours.

31.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, remote working and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence parental Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

31.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
- (b) 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
- (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.
- (d) Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

31.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
 - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full-time basis);

- (iii) 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);
 - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled
 - (v) to assist the Employee in reconciling work and parental responsibility
- (b) The Employer shall consider a request under subclause 31.12(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

31.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
- (c) The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996* because:
 - (i) the Employee or the spouse is pregnant, or
 - (ii) the Employee is or has been immediately absent on parental
 - (iii) Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

31.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

32. Breastfeeding Breaks

- 32.1 A breastfeeding break is provided to breastfeeding mothers for the purposes of 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 in this Award.
- 32.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of 2 paid breastfeeding breaks of up to 30 minutes each per day.
- 32.3 A part time Employee working 4 hours or less per day is entitled to only 1 paid breastfeeding break of up to 30 minutes on any day so worked.
- 32.4 A flexible approach to the timing and general management of breastfeeding breaks must be taken by the Employee and the Employer provided the total breastfeeding break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the breastfeeding needs of the Employee.
- 32.5 The Employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.

- 32.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.
- 32.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
 - (b) whether the Employee is regularly required to travel in the course of performing their duties;
 - (c) whether the Employee performs field-based work where access to the facilities in subclause 32.5 are not available or cannot reasonably be made available; and
 - (d) the effect that the arrangements will have on the Employee's breastfeeding needs.
- 32.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
 - (b) Is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 32.9), and
 - (c) must be at a time that is mutually convenient to both the Employee and the Employer.
- 32.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause (Hours of Work) of this Award, where applicable.

33. Extended Leave

33.1 General

- (a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68Q (2) of the *Transport Administration Act 1988 (NSW)*, together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.
- (b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

33.2 Extended Leave Entitlements

- (a) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.

- (b) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subclause (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated as set out in subclause 33.3(b).
- (e) All previous full-time and part-time service with the RMS Group, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, in accordance with the *Government Sector Employment Act 2013* (NSW) is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the Employer.
- (f) Permanent service with other NSW government bodies will also be recognised by the Employer in accordance with the *Government Sector Employment Act 2013* (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.
- (g) Nothing in subclauses (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

33.3 Payment of Extended Leave

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years,whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
- (e) An Employee who takes extended leave may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

33.4 Sick leave while on Extended Leave

- (a) An Employee is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
- (b) To claim sick leave, an Employee must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is accredited with:

- (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
- (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the Employer will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if an Employee takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.

33.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 41 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 41 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

33.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.
- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 33.2(e) and (f)), approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport; and
 - (iii) periods on leave accepted as workers compensation leave.

33.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 33.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 33.2(e) and (f)) are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (i) by the Employer for any reason other than serious and intentional misconduct;
 - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (iii) on retirement for Salaried Employees and Professional Engineers only.

- (e) In the event of subclause 33.7(d) applying, any period of leave without pay taken does not count as service.

34. Special Leave

34.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

(a) Jury Duty

- (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
- (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the *Jury Act 1977 (NSW)* in respect of any such period.
- (iii) An Employee must on receipt of any payment or payments made to the Employee under the *Jury Act 1977 (NSW)* in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.

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

(c) Witness at Court - Crown Witness

- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
- (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (iii) Employee who is subpoenaed or called as a witness in relation to matters relating to their exposure of Domestic and Family Violence are eligible to use available leave in accordance with clause 39.

(d) NAIDOC Week - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides the Employer with reasonable notice.

(e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.

(f) Domestic Violence - When the leave entitlements referred to in clause 39 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from

Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the FSS Trustee Corporation or SAS Trustee Corporation.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
 - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the Employee is required to attend.
 - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
 - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.

- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

35. Examination and Study Leave

- 35.1 Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Group Study and Exam Leave Procedure, as amended from time to time.

36. Military Leave

- 36.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.
- 36.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 36.1 of this clause.
- 36.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
- (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
 - (b) after the event, certifying the dates on which the Employee attends the event.
- 36.4 Unused military leave does not accumulate.
- 36.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- 36.6 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
- (a) the travel is undertaken during a time when the Employee would normally be at work and
 - (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

37. Purchased Leave

- 37.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 37.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 37.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 37.4 The leave will count as service for all purposes.
- 37.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.

- 37.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- 37.7 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual 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 time when purchased leave is being taken.
 - (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 annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (f) A higher duties payment will not be paid when purchased leave is being taken.
- 37.8 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

38. Observance of Essential Religious and Cultural Obligations

- 38.1 Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee 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,
- will be granted annual/extended leave, flex leave or LWOP to observe such obligations.

39. Leave for Matters Arising from Domestic and Family Violence

39.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

39.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:

- (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation
 - (viii) technology facilitated abuse
 - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

39.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- (i) subject to subparagraph 39.3(a)(ii), respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause 39.5 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in subclause 39.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;

- (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - (i) support Employees to access evidence-based behaviour change supports approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
 - (ii) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

39.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
 - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
 - (b) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
 - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organise alternative care or education arrangements for their children,
 - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
 - (iv) allow time for the employee to seek alternate or safe accommodation, and
 - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:

- (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
- (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

39.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 39.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

39.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
 - (ii) not store or include any information about the following matters on the Employee's personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 39.5 or otherwise).

- (c) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 39.4, 39.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause (d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

40. Leave Without Pay

- 40.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause 63.
- 40.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 40.3 Each application for leave without pay shall be considered by the Employer on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 40.4 The RMS Group's Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

41. Public Holidays

- 41.1 Subject to subclause 41.2, Employees are entitled, without loss of pay, to the following standard public holidays:
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Sunday;
 - (f) Easter Monday;
 - (g) Anzac Day;
 - (h) Sovereign's Birthday;
 - (i) Labour Day;
 - (j) Christmas Day;
 - (k) Boxing Day;

- (l) an additional day between Boxing Day and New Year's Day (public service holiday), and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.
- 41.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 41.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 25.5 or paid as per subclause 41.5 below.
- 41.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.
- 41.5 Subject to subclause 41.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.
- 41.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.

PART B

SPECIFIC PROVISIONS

SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES

42. Compliance Operations Inspectors (COIs) and Compliance Operations Managers

- 42.1 The provisions of this subclause 42.1 to 42.6 apply only to Employees employed in the classification of COI.
- 42.2 The ordinary hours of duty are 35 hours per week over five days.
- 42.3 Shift Work
 - (a) COIs are employed to perform Shift Work.
 - (b) The ordinary hours for day, afternoon and night shifts shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive.
 - (c) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.
 - (d) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
 - (e) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
 - (f) Payment for day shift shall be at the ordinary rate of pay.
 - (g) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
 - (h) Payment for night shift shall be at the ordinary rate of pay plus 15%.
 - (i) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.

- (j) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (k) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (l) Those COIs employed on continuous shift work shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that the COI so works.

42.4 Shift Work Rosters

- (a) To provide flexibility in working arrangements, site specific shift work rosters may be agreed between the Employer and COIs who are to work the site specific shift work roster. Site specific shift work rosters will be formalised in writing prior to implementation.
- (b) Where notice is given of a change in shift with less than seven days' notice, any shift so worked shall be paid at the rate of the previously rostered shift if it is greater.

42.5 Meal Breaks

- (a) No COI shall be required to work more than five consecutive hours without a meal break.
- (b) COIs working day, afternoon and night shift are entitled to a lunch break of not less than 30 minutes in the COIs time. COIs taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).
- (c) Where required by the Employer, and in lieu of a lunch break, the COI is to take a 20 minute crib break.

42.6 Banktime Arrangements

- (a) COIs shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
- (b) Subject to subclause 42.6(a) directly above, one accrued day off may be taken in each four week work cycle.
- (c) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the COI's preference where possible.
- (d) Where a COI works on the Accrued Day Off, the COI may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (e) COIs absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
- (f) In order to qualify for the 'banktime' entitlement of one day for the work cycle, COIs may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).

- 42.7 The provisions of this subclause 42.7 to 42.8 apply only to Employees employed in the classification of Compliance Operations Managers.

42.8 Shift Work

- (a) Compliance Operations Managers may be required to perform Shift Work.
- (b) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.
- (c) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (d) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (e) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (f) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (g) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (h) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.
- (i) Compliance Operations Managers taking an unpaid lunch break on an afternoon or night shift only are entitled to be paid the applicable shift loading for the lunch break (i.e. 12 ½ % or 15% of the ordinary rate of pay for the duration of the lunch break).

43. Hours of Work and Additional Conditions for Telephone Customer Service Centre Employees

43.1 Hours of Work

- (a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50 am to 5.20 pm
Saturday	8.20 am to 4.20 pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

43.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Telephone Customer Service Centre within the spread of hours as set out in subclause 43.1, shall be subject to the following consultative process:
 - (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
 - (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
 - (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

43.3 Standard Hours of Work

- (a) Full Time Employees

- (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
- (ii) Full Time Employees in a Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (iii) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.
- (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.
- (b) Part time Employees
 - (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
 - (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.
 - (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
 - (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
 - (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
 - (vi) Subject to subclause 43.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

43.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) payment of an additional day's salary;
 - (ii) addition of one day to the Employee's annual holidays;

- (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause 43.4 "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 43.1, 43.2 and 43.3. The time spent on training will be adjusted as part of the Employee's ordinary hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

43.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 43.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 43.1 of this clause, a loading of 50% as prescribed in subclause 43.5(b) shall apply.

43.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 43.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
 - (i) outside the spread of ordinary hours of duty as set out in subclause 43.1.
 - (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 43.5.

44. Hours of Work and Additional Conditions for Drives Help Desk Employees

44.1 Spread of Hours

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

44.2 Change of Hours within the Spread of Hours

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

44.3 Standard Hours of Work

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.
- (c) Subject to subclause 44.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

44.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
 - (i) Payment of an additional day's salary;
 - (ii) Addition of one day to the Employee's annual holidays;
 - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

- (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

45. Hours of Work and Additional Conditions for Work Support Employees

45.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

45.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (i.e. a bank up of hours) will be in accordance with the following provisions:
 - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
 - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
 - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

45.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.
- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
- (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
- (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.

45.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo

supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

46. Hours of Work for Traffic Supervisors

- 46.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.
- 46.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 46.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.
- 46.4 Where the agreed accrued day off prescribed by subclause 46.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between the Employer or its representative and the Employee.
- 46.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 46.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 46.7 An Employee who has not worked, or is not regarded by reason of subclause 46.3 as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.
- 46.8 Where agreement is reached between the Employer and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 46.9.
- 46.9 Subject to subclause 46.7, the accrued day off prescribed in subclauses 46.1 and 46.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 46.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.
- 46.11 The provisions contained in subclauses 46.1 to 46.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

47. Hours of Work and Additional Conditions for Senior Coordinator Customer & Network Operations, Customer & Network Operations Coordinator and Traffic Commanders**Manager - Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator**

47.1 Ordinary Hours of work shall be 35 per week.

47.2 Incident Co-Ordination Allowance

- (a) The incident co-ordination allowance set out in item 26 of Schedule B - Allowances and Expenses will be paid to Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator for all days the employee is required to be rostered on-call, excluding during periods of leave (other than sick leave, carer's leave and family and community service leave of 2 consecutive days or less).
- (b) In addition, Employees in the positions of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator will be entitled to the payment of a disturbance allowance in accordance with subclause 47.3 in the event the Employee is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:
 - (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;
 - (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with the Employer;
 - (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and
 - (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

47.3 Disturbance Allowance

- (a) Employees in the position of Senior Coordinator Customer & Network Operations and Customer & Network Operations Coordinator may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate; and
 - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS Group On-Call and Disturbance Allowance Procedure.

- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
 - (i) Where an employee contacts the Employer regarding an inability to attend work on any particular day; or
 - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

48. Hours of Work and Additional Conditions for Shift Managers and Operations Coordinators in the RTOC

48.1 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Other than Employees on probation, the ordinary hours of work shall be 140 hours worked over a 4 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break.
- (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.
- (iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be rostered to work more than three consecutive days in any seven day period.

(c) Where Employees are rostered to work shifts of 12 hours 10 minutes:

- (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.
- (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 48.2.

(d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.
 - (ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 48.3.
- (e) Meal Breaks
- Employees shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

48.2 Shiftwork

- (a) For the purposes of this sub clause:
 - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
 - (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
 - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 1/2 per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of:
 - (A) time and one half of the ordinary rate of pay for the first 2 hours and double time thereafter for each Saturday worked up to 30 June 2017;
 - (B) time and one half of the ordinary rate of pay for each Saturday worked on and after 1 July 2017.
 - (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) Employees are entitled to a 17.5 per cent annual leave loading. Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months

commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

(d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters will be made available at least 30 calendar days in advance.
- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

48.3 Overtime Worked

(a) Payment of overtime shall be made at the following rates:

- (i) All time worked in excess of 11 hours 40 minutes per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (ii) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (iii) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (iv) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (v) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2019.

48.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

49. Hours of Work and Additional Conditions for Sydney Harbour Bridge Control Room Employees

49.1 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 210 hours in a 6 week period.

(b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Other than Employees on probation, the ordinary hours of work shall be 210 hours worked over a 6 week roster cycle. Employees shall be rostered to work shifts of 12 hours 30 minutes, including a 30 minute unpaid meal break and a 20 minute paid crib break on a day shift. And 12 hours on a night shift with a paid meal break and a 20 minute paid crib break.
- (iii) When rostered for shifts of 12 hours 30 minutes or 12 hours full time Employees shall not be rostered to work more than 4 consecutive days over a week in any one 6 week roster.

(c) Where Employees are rostered to work shifts of 12 hours and 12 hours 30 minutes:

- (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours.
- (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours.

(d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee.
- (ii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate.

(e) Meal Breaks

- (i) Day shift - Employees on 7 hours shifts shall not work more than 5 hours from the commencement of a shift without having a 30 minute unpaid meal break.
- (ii) Day shifts - Employees on 12 hours shall after a further 5 hours of work have a paid crib break of 20 minutes.
- (iii) Night shifts - Employees on 12 hours shifts shall have a meal break be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate and a paid crib break of 20 minutes
- (iv) In the event the Employee is directed to work during a meal break, the meal break will be paid at the ordinary rate plus any applicable shift loading.

49.2 Shift work

(a) For the purposes of this sub clause:

- (i) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (ii) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

- (i) Payment for day shift shall be at the ordinary rate of pay,
- (ii) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (iii) Payment for all ordinary time worked on a Saturday shall be at the rate of: time and one half of the ordinary rate of pay
- (iv) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (v) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (vi) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.

(c) Additional Annual Leave

- (i) Full time Employees shall be credited with an additional 35 hours recreational leave per annum. This leave accrues progressively during a year of service according to the Employee's ordinary hours of work.

Leave Loading - Clause 27.10 of the Award applies.

(d) Shift Rosters

- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (ii) Rosters will be made available at least 30 calendar days in advance.
- (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (iv) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

49.3 Overtime Worked

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 12 hours per shift between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours' notice in advance will be paid one meal allowance in accordance with Schedule B Item 2 of the Roads and Maritime Services Consolidated Salaried Award 2019.

49.4 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

50. Shift Work Definitions

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

51. Call Out/Call Back

51.1 Professional Engineers who are called back to work outside their standard hours, or outside the hours of 7.30 am and 6.00 pm if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out, except where:
 - (i) Employees are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, Employees are paid for three hours at overtime rates;
 - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

52. Specialist Engineers

52.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.

52.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to the Employers' functions.

52.3 Relevant criteria which would be examined by the committee include:

- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
- (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer with the Employer, not being a graduate diploma in management or a business administration diploma; or

- (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
- (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
- (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the Director People.

53. Recognition of Professional Engineering Skills

- 53.1 The importance of the contribution of Professional Engineers to the Employer is recognised by this Award.
- 53.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS Group policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- 53.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

54. Professional Development

- 54.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability within the RMS Group, and in doing so provides industry leadership for ongoing engineering workforce development.
- 54.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 54.3 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the PDR process. To assist managers of Professional Engineers in the PDR process, an annual HR Circular will be produced summarising the opportunities available for Professional Engineers under the Award, in consultation with Professionals Australia, and providing examples of appropriate professional development opportunities available.
- 54.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 54.5 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments (within the Employer, with the Transport Cluster and/or into the private sector), shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 54.6 Where a Professional Engineer is unable to access professional development over a period of more than 18 months, due to:
 - (a) professional development opportunities not being approved in the PDR;
 - (b) opportunities approved in the PDR not being provided, and/or
 - (c) the Professional Engineer not being released to attend/participate in the identified opportunities, the Professional Engineer may have their access to professional development opportunities reviewed by the Director People to ensure compliance with this clause.

55. Professional Engineer Development Program (PEDP)

- 55.1 There will be a mechanism for Professional Engineers to progress from Engineer Level 1 to Engineer Level 2 without the requirement to win a position on merit.
- 55.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

56. Knowledge Transfer

- 56.1 The Employer recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of Professional Engineers.
- 56.2 Where a Professional Engineer is identified as having expertise in a specific field or aspect of engineering, a knowledge transfer process will be prepared. The process will be prepared at least 12 months prior to retirement or exit of the Employee, where the exit date is known or can be estimated. The aim of the knowledge transfer process is to ensure the handover of important technical and organisational knowledge to current employees.
- 56.3 The knowledge transfer process will incorporate:
- (a) information session(s) by the Professional Engineer;
 - (b) documentation by the Professional Engineer;
 - (c) mentoring;
 - (d) shadowing;
 - (e) the release of the Employees involved from their normal duties, to allow sufficient time to participate; and
 - (f) where the Employee agrees, the option for part time employment to facilitate the knowledge transfer process.

57. Women in Engineering

- 57.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.
- 57.2 To this end, the Employer and Professionals Australia will work together during the life of the Award on proposals for promoting, developing and retaining women in the engineering profession, including:
- (a) programs aimed at professional development, leadership development, mentoring and networking; and
 - (b) promoting flexible working arrangements amongst Employees and the Employer - including part time and job sharing arrangements - that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.
- 57.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession covered by this Award. This information is to be provided to Professionals Australia.
- 57.4 The Employer is required to consider, and report on, gender diversity in restructuring.

58. Consultation

- 58.1 The Employer and Professionals Australia shall meet quarterly to consult and seek agreement on issues including but not limited to:

- (a) Professional development and training;
 - (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected;
 - (c) Career progression, succession planning and mentoring; and
 - (d) Significant issues impacting on Professional Engineers covered by this award, such as workload and skills shortages.
- (e) Women in engineering.

59. Part-Time Employment

- 59.1 In addition to subclause 31.9 (Right to Request) and clause 26 (Flexible Working Practices) and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with the RMS Group's Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

60. Hours for Full-Time Employees

- 60.1 The Employer and Employees may agree to work either a standard hours arrangement or a flextime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.

61. Minimum Rest Period When Working Overtime

- 61.1 Professional Engineers who work overtime are entitled to:
- (a) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
 - (b) not being required to be on duty for more than 16 consecutive hours;
 - (c) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
 - (d) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
 - (e) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
 - (f) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (a)-(e) above, the Employee will be paid at their normal salary for the time they are absent.

62. Disturbance Allowance

- 62.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- 62.2 The disturbance allowance is:
- (a) paid at a minimum of one hour of the ordinary hours rate.

- (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.

62.3 The disturbance allowance is payable under the following arrangements:

- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.
- (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.

62.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

63. Leave Without Pay

63.1 Approved Leave Without Pay

- (a) Employees may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that the Employer retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require an Employee to relinquish a position, or
 - (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS Group's policy and procedures on the management of displaced and excess staff will apply.

- (c) Employees may not take LWOP to engage in other employment unless the Employer is satisfied that the skills and experience gained from this other employment will provide the Employer with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 33.6.

- (i) A permanent appointment may be made to the Employee's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The Employee is advised of the Employer's proposal to permanently backfill their position; and
 - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
 - (iv) The Employer advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by the Employer if their position is permanently backfilled.
- (l) Subclause 63.1(i) does not apply to full-time unpaid parental leave or to military leave.

63.2 Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents the Employer from taking disciplinary action against Employees for unauthorised absences from work.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work

- 64.1 "35 hour per week Employees" means all Maritime Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Environmental Service Officers.
- 64.2 "38 hour per week Employees" means Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Maritime Environmental Service Officers.
- 64.3 Technical Compliance Officer, Vessel Standards and Liaison Officer, Seafarer Standards and Liaison Officer and their respective Team Leaders on an annualized salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- 64.4 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- 64.5 Hours of work will be arranged to take into consideration the specific business needs of the Employer, and where possible, the work preferences of Employees. Service and functions provided by the Employer will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- 64.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between the Employer and Employees, however if agreement cannot be reached the needs of the organisation must prevail and the Employer will therefore determine starting and finishing times.

- 64.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 64.8 The working of additional hours within the spread of hours will be by reasonable notice from the Employer.
- 64.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.
 - (b) the span of ordinary hours are between 0700 and 1900.
- 64.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
- (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.
 - (b) the span of ordinary hours are between 0600 and 1800.
- 64.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.
- 64.12 Product Services Officers (PSOs) state-wide are responsible for the operation of a call centre, 7 days a week. The staffing of the call centre on weekends and for any weekday shifts outside of 8.30am to 4.30pm is on a voluntary basis initially, however if shifts cannot be filled the Employer can direct Employees to work. Any days worked by PSOs on weekends are paid at the appropriate penalty rate.
- 64.13 Notwithstanding the provisions of this clause, an Employee and the Employer may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.
- 64.14 Unless prescribed otherwise:
- (a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.
 - (b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

65. Maritime Trainees Ordinary Hours of Work

- 65.1 Ordinary hours of work will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Sunday.
- 65.2 The span of ordinary hours worked by Maritime Trainees will be:
- (a) between 0600 and 1800 when working with ESOs and BSOs;

(b) between 0700 and 1900 when working with PSOs.

- 65.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 65.4 Hours worked on a Sunday will be paid a loading of 100%.
- 65.5 Hours worked on a Public Holiday will be paid a loading of 150%.
- 65.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

66. Additional Hours

- 66.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, and Technical Compliance Officers, Vessel Standard and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders.
- 66.2 Hours worked in addition to the total number of ordinary hours required to be worked are ‘additional hours’ and shall only be worked/accrued with the agreement of the Employer.
- 66.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period, the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.
- 66.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

67. Overtime

- 67.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 67.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 66 (Additional Hours).
- 67.3 35 hour per week Employees including Maritime Trainees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.
- 67.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.
- 67.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.
- 67.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

68. Fitness for Duty

- 68.1 It shall be a condition of employment that Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leaders in Environmental Services, Environmental Service Officers and Hydrographic Surveyors maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SBSOs, BSOs, BEOs, TLs, ESOs and HSs and as

such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.

- 68.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer's Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.
- 68.3 The ongoing standard of fitness required of SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.
- 68.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Group Fitness To Continue Procedure.
- 68.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to their personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.
- 68.6 SBSOs, BSOs, BEOs, TLs, ESOs and HSs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

69. Allowances

69.1 On-call Allowance

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

69.2 Childcare Allowance

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child care facilities (i.e. long day care and vacation care) in accordance with the RMS Group Child Care Subsidy Procedure (as varied from time to time).

69.3 Gym Membership

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Group Gym Subsidy Scheme (as varied from time to time).

69.4 Environmental Services Master 5 Allowance

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels Ma16a, MA16AA MA17A and MA17AA

- 70.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, TIL, overtime and weekend or public holiday penalties. No additional payments will be made nor is TIL to be taken or paid.
- 70.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.
- 70.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.
- 70.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

71. Conditions Applicable to Senior Boating Safety Officers (SBSOS), Boating Safety Officers (BSOS) and Boating Education Officers (BEOS)

- 71.1 Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).
- 71.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of Employees within regions to augment resources available for the conduct of special operations.
- 71.3 In order to provide optimum services it is accepted that full staffing will be required during the period 26 December to 31 January (inclusive). Accordingly, in line with business needs, there will be a restriction on taking leave throughout this period unless the leave is Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.
- 71.4 The annualised salary is only payable when a BSOs is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause 71.5, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the BSO ceases to work the required hours of the annualised salary, other than for leave in accordance with this subclause, and the BSO will revert to the relevant pay rate.
- 71.5 Ordinary Hours of Work
- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi-shift work arrangement.
 - (b) There are no fixed hours and the expectation is that each BSO will arrange their hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking TIL.
 - (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.
 - (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for BSOs on a 4 week cycle, 304 hours for BSO on an 8 week cycle, and 456 hours for BSOs on a 12 week cycle).

- (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. BSOs may be required to work outside the usual span of ordinary hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the BSO to be excessive, the work will be performed, if it is safe to do so, and any such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award.
- (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.
- (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
- (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the BSOs preference where possible.
- (i) Rosters shall include 16 weekends or the equivalent of 32 weekend days between 1 February and 25 December each year where BSOs are not rostered for work, subject to business and rostering needs.

71.6 Additional Hours

- (a) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
 - (i) Any hours required to be worked in excess of the ordinary hours of 152 hours per four week period pursuant to subclause 71.5 above are "Additional hours" and must have the approval of the Employer.
 - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of the Employer.
- (b) Additional hours worked by BSOs between 0600 and 1800 are to be taken as TIL at an agreed time on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (c) Up to 21 additional hours worked including those gained by working Public Holidays and outside the ordinary span of hours between 26 December and 31 January are to be paid out by the Employer at the ordinary rate of pay unless approval is granted by the Employer for TIL to be taken. For any additional hours above 21 hours, such hours are, by agreement between the BSO and Employer, to be paid out at the ordinary rate of pay or taken as TIL on the basis of one hour for each additional hour worked. In the event that the BSO cannot take the TIL within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Notwithstanding other provisions contained in subclause 71.4, a BSO and the Employer may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

71.7 Work Outside Ordinary Hours (WOOH)

- (a) BSO may be required to work outside the usual span of hours prescribed in subclause 71.5.

- (b) Hours worked outside the usual span of hours shall accrue as double the usual TIL and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause 71.5(b) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours TIL to be taken as 8 hours or paid as 8 hours at single time.

71.8 Public Holidays

- (a) BSOs in receipt of an annualised salary who are required to work on a public holiday are entitled to receive TIL for each hour worked.

72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs)

72.1 The roster and annualised salaries makes provision for:

- (a) 12 hour shifts,
- (b) working three days on/three days off,
- (c) 190 hours annual leave,
- (d) Ordinary hours being 0600 to 1800 Monday to Sunday,
- (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day,
- (f) 55 minute break,
- (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate,
- (h) Working 5 public holidays in a twelve month period,
- (i) Working Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day,
- (j) No accrual of additional hours or TIL.

72.2 The annualised salary shall count for superannuation purposes.

72.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.

72.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as Regular Aquatic Events and Special Aquatic Events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.

72.5 Overtime shall be paid for hours worked at the following rates:

- (a) double time for hours worked in excess of 12 on Monday to Saturday;
- (b) double time and a half for hours worked in excess of 12 on Sunday;

- (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.
- 72.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill.
- 72.7 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.
- 72.8 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.
- 72.9 Annual and Extended leave may only be taken in accordance with the Leave Roster.
- 72.10 Where a public holiday falls on a Saturday or Sunday but the public holiday is gazetted to fall on a following weekday the actual weekend public holiday shall be considered one of the 5 public holidays which ESO's are required to work under cl 72.1(h).

73. Conditions Applicable to the Payment of Annualised Salaries

- 73.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.
 - (a) For Team Leader Technical and Environmental Compliance and Team Leader Standards and Industry positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, TIL, overtime and weekend and public holiday penalties. Unless otherwise provided for in this Award, no additional payments will be made nor is TIL to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 73.1 above will apply.
 - (b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite Regular Aquatic Events on Boxing Day, New Year's Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.
 - (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
 - (d) For Technical Compliance Officers, Vessel Standards and Liaison Officers, Seafarer Standards and Liaison Officer and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment and includes working outside core hours and occasionally on weekends (excluding public holidays).
 - (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.
- 73.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

74. Competency Progression of Maritime Employees

- 74.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), have a probationary period of six months linked to their competency training program and salary progression system.
- 73.2 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 74.3 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 74.4 PSOs are graded as MA3 and progress through the grades to MA6.
- 74.5 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 contained in the Crown Employees (Public Sector - Salaries 2019) Award or its replacement whilst under the traineeship.

75. Change of Position

- 75.1 Current Employees who change their role involving a different skill set to that for which they were employed as PSO to BSO will have a 'fit for position' period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

76. Specific Provisions for Special Aquatic Events

- 76.1 Maritime will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Aquatic Events and the dates of such events. This consultation with Employees and /or their Employee representatives will occur annually for existing Special Aquatic Events and as needed when new Special Aquatic Events are added to the calendar. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Aquatic Events are as follows:

(a) SBSOs and BSOs

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

The Employer will endeavour to ensure all employees receive a break when working Special Aquatic Events. However, when due to operational requirements employees cannot take a break, they will be entitled to a paid crib break.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

77. Professional Development for Maritime Employees

- 77.1 The Employer and Maritime Unions will work together to ensure fit for purpose workforce development that builds and maintains the workforce capability.
- 77.2 The Employer and Maritime Unions are committed to identifying future risks and committed to working together constructively to find solutions.
- 77.3 The Employer and Maritime Unions agree that Maritime Employees will continue to be provided with opportunities for professional development as part of the Professional Development Review process. The type of internal and external courses provided will be determined by consultation between the Maritime Unions and the Employer.
- 77.4 Professional development will not be limited to internal and external training courses and may include shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 77.5 Where a Maritime Employee is unable to access professional development for a period of more than 18 months, then such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award

PART 1 - SALARIED EMPLOYEE CLASSIFICATIONS (INCLUDING COMPLIANCE OPERATIONS INSPECTORS)

Table 1: Salaried Employee Classifications (including Compliance Operations Inspectors)

Unified Salary Scale Grades	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1-Jul-2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
Grade 1	45,089 49,454 56,535	46,893 51,432 58,796	48,300 52,975 60,560	49,749 54,564 62,377
Grade 2	59,627 62,332 64,652	62,012 64,825 67,238	63,872 66,770 69,255	65,788 68,773 71,333
Grade 3	68,649 71,864	71,395 74,739	73,537 76,981	75,743 79,290

	75,213	78,222	80,569	82,986
Grade 4	77,506	80,606	83,024	85,515
	80,547	83,769	86,282	88,870
	83,717	87,066	89,678	92,368
Grade 5	86,594	90,058	92,760	95,543
	89,392	92,968	95,757	98,630
	91,002	94,642	97,481	100,405
Grade 6	93,002	96,722	99,624	102,613
	95,825	99,658	102,648	105,727
	98,958	102,916	106,003	109,183
Grade 7	101,112	105,156	108,311	111,560
	104,681	108,868	112,134	115,498
	106,711	110,979	114,308	117,737
Grade 8	111,090	115,534	119,000	122,570
	115,599	120,223	123,830	127,545
	119,209	123,977	127,696	131,527
Grade 9	124,694	129,682	133,572	137,579
	128,275	133,406	137,408	141,530
	134,049	139,411	143,593	147,901
Grade 10	137,434	142,931	147,219	151,636
	142,851	148,565	153,022	157,613
	150,192	156,200	160,886	165,713
Grade 11	154,832	161,025	165,856	170,832
	161,570	168,033	173,074	178,266
	165,208	171,816	176,970	182,279
Grade 12	174,876	181,871	187,327	192,947
	179,981	187,180	192,795	198,579
	186,269	193,720	199,532	205,518
Grade 13	191,828	199,501	205,486	211,651
	196,798	204,670	210,810	217,134
	206,231	214,480	220,914	227,541

PART 2 - PROFESSIONAL ENGINEERS

Table 2 - Professional Engineers

Engineering Scale	Year	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
Cadet Engineer Level 1	-	47,812	49,724	51,216	52,752
Cadet Engineer Level 2	-	50,574	52,597	54,175	55,800
Cadet Engineer Level 3	-	53,657	55,803	57,477	59,201
Cadet Engineer Level 4	-	57,047	59,329	61,109	62,942
Cadet Engineer Level 5	-	61,454	63,912	65,829	67,804
Cadet Engineer Level 6	-	62,086	64,569	66,506	68,501
GRAD Program	1	87,758	91,268	94,006	96,826
Engineer	2	90,598	94,222	97,049	99,960
	3	92,229	95,918	98,796	101,760
Engineer Level 1	1	102,477	106,576	109,773	113,066
	2	106,096	110,340	113,650	117,060
	3	108,153	112,479	115,853	119,329
	4	112,592	117,096	120,609	124,227
	5	117,157	121,843	125,498	129,263

	6	120,819	125,652	129,422	133,305
Engineer Level 2	1	126,375	131,430	135,373	139,434
	2	130,007	135,207	139,263	143,441
	3	135,857	141,291	145,530	149,896
Engineer Level 3	1	139,285	144,856	149,202	153,678
	2	144,778	150,569	155,086	159,739
	3	152,216	158,305	163,054	167,946
Engineer Level 4	1	156,922	163,199	168,095	173,138
	2	163,749	170,299	175,408	180,670
	3	167,435	174,132	179,356	184,737
Engineer Level 5	1	177,232	184,321	189,851	195,547
	2	182,410	189,706	195,397	201,259
	3	188,786	196,337	202,227	208,294
Engineer Level 6	1	194,420	202,197	208,263	214,511
	2	199,456	207,434	213,657	220,067
	3	209,014	217,375	223,896	230,613

Note: All salary rates in this table include 1.35% annual leave loading.

Professional Engineers Level Descriptions

Engineer Level 1

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical Employees assigned to work on a common project.

Engineer Level 2

Classification Level definition

Following development through Level 1, a Professional Engineer who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

Engineer Level 3

Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available. The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical Employees.

Engineer Level 4

Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

gives technical advice to the Employer and operating departments;

may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

co-ordinates work programs; and

directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other Employees, or exercises authority and technical control over a group of professional Employees, in both instances engaged in complex engineering applications.

Engineer Level 5

Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of Employees.

Engineer Level 6

Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level Employees, and initiates training, performance management and decisions on remuneration of all Employees under direction.

PART 3 - MARITIME EMPLOYEE CLASSIFICATIONS**Table 3: Maritime Employee Classifications**

Level	From the first full pay period on or after 1 July 2023 Per annum \$	4.0% increase from the first full pay period on or after 1 July 2024 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2025 Per annum \$	3.0% increase from the first full pay period on or after 1 July 2026 Per annum \$
1	57,038	59,320	61,100	62,933
2	62,416	64,913	66,860	68,866
3	72,467	75,366	77,627	79,956
4	75,884	78,919	81,287	83,726
5	81,592	84,856	87,402	90,024
6	85,442	88,860	91,526	94,272
7	91,855	95,529	98,395	101,347
8	96,184	100,031	103,032	106,123
9	103,403	107,539	110,765	114,088
10	108,281	112,612	115,990	119,470
11	116,406	121,062	124,694	128,435
12	121,891	126,767	130,570	134,487
13	131,034	136,275	140,363	144,574
14	137,196	142,684	146,965	151,374
15	147,482	153,381	157,982	162,721
16	154,425	160,602	165,420	170,383
17	165,988	172,628	177,807	183,141
5A	105,760	109,990	113,290	116,689
7A	116,027	120,668	124,288	128,017
7AA	112,648	117,154	120,669	124,289
9A	123,977	128,936	132,804	136,788
10A	132,452	137,750	141,883	146,139
10AA	132,791	138,103	142,246	146,513
11A	140,577	146,200	150,586	155,104
12A	146,061	151,903	156,460	161,154
13A	145,721	151,550	156,097	160,780
13B	153,495	159,635	164,424	169,357
14A	161,368	167,823	172,858	178,044
15A	171,651	178,517	183,873	189,389
15AA	172,543	179,445	184,828	190,373
16A	179,486	186,665	192,265	198,033
16AA	179,486	186,665	192,265	198,033
17A	184,213	191,582	197,329	203,249
17AA	191,048	198,690	204,651	210,791

*Applies to the following operational positions

Table 4: Operational Positions

Principal Manager	MA17AA
Manager DCV Safety	MA17A
Manager, Maritime Investigations	MA17A
Manager, Wharf Safety & Grants	MA17A
Manager, Operations (various)	MA16AA
Senior Manager Projects	MA16A

Team Leader Technical and Environmental Compliance	MA15A
Team Leader Standards and Industry	MA15A
Technical Compliance Officer	MA14A
Vessel Standards and Liaison Officer	MA14A
Senior Maritime Investigations Officer	MA14A
Seafarer Standards and Liaison Officer	MA13A
Senior Boating Safety Officer	MA13B
Boating Safety Officer	Entry Level Intermediate Fully Competent
	MA5A MA7A MA11A
Team Leader, Maritime Environmental Services	MA10AA
Maritime Environmental Services Officer	MA7AA
Boating Education Officer	MA5A

SCHEDULE B - ALLOWANCES AND EXPENSES

Table 5:

*	To be updated in accordance with the NSW Department of Premier and Cabinet Circular
~	To be updated in accordance with the Crown Employees (Transferred Employee Compensation) Award clauses 8.1.3, 10.1.3, 11, 12.1, 13.4
^	Adjusted annually on 1 July by CPI (all groups Sydney index) for the proceeding 1 April to 31 March period

Table 6

Item No.	Clause No.	Description	From the first full pay period on or after 1 July 2023 Amount \$		From the first full pay period on or after 1 July 2024 Amount \$		From the first full pay period on or after 1 July 2025 Amount \$		From the first full pay period on or after 1 July 2026 Amount \$	
1	21.2.1(b)	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (5) below)	Per meal		Per meal		Per meal		Per meal	
		Breakfast	32.10		33.90		*		*	
		Lunch	36.10		38.10		*		*	
		Evening Meal	61.50		64.95		*		*	
		‘Tier 2’ Country Centres & Elsewhere (refer to (5) below)								
		Breakfast	28.75		30.35		*		*	
		Lunch	32.80		34.65		*		*	
		Evening Meal	56.60		59.75		*		*	
2	25.4	Meal Allowance on Overtime	Per meal		Per meal		Per meal		Per Meal	
		Breakfast	35.65		37.65		*		*	
		Lunch	35.65		37.65		*		*	
		Evening Meal	35.65		37.65		*		*	
3	21.3	Lodgings Location	Per Day	Per Hour	Per Day	Per Hour	Per Day	Per Hour	Per day	Per Hour
		Capital Cities	\$	\$	\$	\$	\$	\$	\$	\$
		Sydney	350.70	358.90	*	*	*	*	*	*
		Adelaide	310.70	318.90	*	*	*	*	*	*
		Brisbane	333.70	341.90	*	*	*	*	*	*
		Canberra	330.70	338.90	*	*	*	*	*	*
		Darwin	372.70	380.90	*	*	*	*	*	*
		Hobart	328.70	336.90	*	*	*	*	*	*
		Melbourne	325.70	333.90	*	*	*	*	*	*
		Perth	350.70	340.90	*	*	*	*	*	*
		High Cost Country Centres (NSW)								
		Bathurst	296.15	303.70	*	*	*	*	*	*
		Broken Hill	313.70	321.90	*	*	*	*	*	*
		Gold Coast (QLD)	361.70	369.90	*	*	*	*	*	*
		Gosford	313.70	321.90	*	*	*	*	*	*
		Maitland	339.70	347.90	*	*	*	*	*	*

		Muswellbrook	309.70	317.90	*	*	*	*	*	*
		Newcastle	347.70	355.90	*	*	*	*	*	*
		Orange	354.70	362.90	*	*	*	*	*	*
		Queanbeyan	296.15	303.70	*	*	*	*	*	*
		Wagga Wagga	329.70	337.90	*	*	*	*	*	*
		Wollongong	333.70	341.90	*	*	*	*	*	*
		Port Macquarie	342.70	350.90	*	*	*	*	*	*
		‘Tier 2’ Country Centres (NSW)								
		Dubbo	322.70	330.90	*	*	*	*	*	*
		Goulburn	296.15	325.90	*	*	*	*	*	*
		All other Country Centres (NSW)	282.15	289.70	*	*	*	*	*	*
		‘Elsewhere’		*	*	*	*	*	*	*
4	21.3	Incidentals allowance (all locations)	23.00 per day		23.95 per day		* per day		* per day	
5	21.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	23.00 per week		23.95 per week		* per week		* per week	
6	21.5.2(b)	Maximum allowance for Employee separated from dependent	254 per week		* per week		* per week		* per week	
7(a)	21.5.9(a)	(i) Allowance for removal of furniture-value of Furniture	7037.00		~		~		~	
7(b)		(ii) If value above amount in								
7(c)		(i) Employees receive -	1126.00		~		~		~	
7(d)		(iii) If value below amount in (i) Employees receive -	563.00		~		~		~	
		(iv) If not eligible, Employees shall receive -	281.00		~		~		~	
8	21.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520000.00		~		~		~	
9	21.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51		~		~		~	
10(a)	21.5.8(a)	Parents to pay first	27 per week		~ per week		~ per week		~ per week	
10(b)		The Employer pays up to a maximum of	56 per week		~ per week		~ per week		~ per week	
11	21.6	Remote areas allowance (with dependents)								
		Grade A	2437		2530		*		*	
		Grade B	3233		3356		*		*	
		Grade C	4317		4481		*		*	
		Remote areas allowance (without dependents)								
		Grade A	1702		1767		*		*	

		Grade B Grade C	2190 3024	2273 3139	* *	* *
12(a)	21.7	Fares subsidy for climatic area - actual cost less or		92.40	*	*
12(b)		Maximum amount for Employee with spouse/dependents; or		417.75	*	*
12(c)		Maximum amount for Employee without spouse/Dependents		206.30	*	*
13	21.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	10229 per annum	10638 per annum	10957 per annum	11286 per annum
14	21.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38000	~	~	~
15	21.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	1018per annum	1059 per annum	* per annum	* per annum
16	21.8	First Aid – Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	1529 per annum	1590 per annum	* per annum	* per annum
17	21.4.2(b)	Use of Private Motor Vehicles on				
	21.5.10(c)	Official Business – Official Business Rate:	0.85per km	0.88 per km	*per km	*per km
18	21.3.3(b) 21.4.2(b) 21.5.6(c) 21.7(e)	Use of Private Motor Vehicles on Official Business – Specified Journey Rate:	0.34 per km	0.35	*	*
19(a)	21.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	92 per day (Mon – Fri)	96 per day (Mon – Fri)	99 per day (Mon – Fri)	102 per day (Mon – Fri)
19(b)	69.1	On call allowance (payable to Maritime Employees)	136 per day (Sat, Sun & P. Hol) 1.13 per hour	141 per day (Sat, Sun & P. Hol) 1.18 per hour	145 per day (Sat, Sun & P. Hol) 1.22 per hour	149 per day (Sat, Sun & P. Hol) 1.26 per hour
20	21.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	*	*	*	*
21	69.2	Assistance with Child Care fees per child (for Maritime Employees)	373.82 per annum	388.03 per annum	^ per annum	^ per annum
22	69.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	373.82 per annum	388.03 per annum	^ per annum	^ per annum

23	69.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	10263 per annum	10673	10993	11323
24	21.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	49.11 per day	52.85 per day	* per day	*per day
25	21.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	8 per week	8 per week	8 per week	8 per week
26	47.2	Incident co- ordination allowance - applies to Manager - Field Operations & Services and Field Traffic Managers.	46.00 (Mon – Fri) 68 per day (Sat, Sun & P. Hol)	48.00 (Mon - Fri) 71.00 per day (Sat, Sun & P. Hol)	49.00 (Mon - Fri) 73.00 (Sat, Sun & P. Hol)	50.00 (Mon – Fri) 75.00 per day (Sat, Sun & P. Hol)
27	47.7	Incident management allowance - applies to Traffic Commanders (based on grade) and level of Employee	1118 per fortnight to 1213 per fortnight	1163 per fortnight to 1262 per fortnight	1198 per fortnight to 1300 per fortnight	1234 per fortnight to 1339 per fortnight

APPENDIX A

Calculation of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

APPENDIX B

Grievance Management Procedure

Procedure Number: CPr20045.1

Effective Date: 31 March 2021

Review Date: 31 March 2023

Who is this document for?

All TfNSW Group Award employees	YES
All RMS Group award employees	YES
Transport Service Senior Managers and Executives	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only
All Sydney Metro Group Award employees	YES
TfNSW Labour Hire, Consultants and Professional Service Contractors	Refer to 0 only

Purpose and Scope

TfNSW and Sydney Metro is committed to being a safe, harmonious and productive workplace where employees can raise and discuss work-related concerns and grievances.

The Transport Grievance Management Policy sets out the responsibilities of the agency, managers and employees to manage grievances quickly and effectively.

This Procedure explains the process TfNSW and Sydney Metro managers and employees can use to manage work-related concerns.

Requirements

Identify a work-related concern

You may identify a work-related concern about:

- a general work-related matter, or
- the application of a policy or procedure.

All concerns you raise are managed confidentially (see 0).

Your work-related concern might be about:

- a manager's decision, including for example, how they've allocated work
- a disagreement with another employee or manager about the way in which work is to be carried out or how a policy or procedure is interpreted
- an interpersonal disagreement between employees, or
- work-related concerns managed by other procedures (see 0).

Addressing a work-related concern

A work-related concern can often be resolved quickly and informally.

General work-related concern

If you have a work-related concern and you feel capable and safe to do so, you should discuss the matter with the other person or people involved.

The best way to do this is to:

- find a time and place where you can talk about the matter without being interrupted
- politely and professionally explain the issue and your concerns

explain how the issue is affecting you or impacting on your work, and

ask everyone involved if you can work together to find a solution.

Concern about application of policy or procedure

You can raise concerns about the application of a policy or procedure, including performance development outcomes, with the decision maker (who may also be your manager).

To do this:

explain your concern to the decision maker

identify what section of the policy or procedure you believe wasn't applied or was applied incorrectly, and

ask the decision maker to explain how their decision meets the policy or procedure requirements.

Even when your concern is raised informally, the decision maker has an obligation to provide an explanation.

If you're not satisfied with the outcome or the explanation you receive, you can consider lodging a grievance (see 0).

A grievance will not proceed if your work-related concern relates to reasonable action by your manager to direct and control how work is done or allocated or to give you feedback about your work performance. Examples of reasonable action include:

Action	for more information see...
setting realistic and achievable performance goals, standards and deadlines	Performance Development and Review Policy – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees, and Sydney Metro Group Award employees Performance Development and Review Procedure – for RMS Group award employees
appropriate and fair rostering and setting of working hours	Flexible, Standard and Other Work Hours Procedure
transferring a person to another work area or role for operational reasons	Transfer and Secondment Procedure for details on approvals and consultation requirements
deciding not to promote a person where a fair and transparent process has been followed	Recruitment Selection and Appointment Procedure – for TfNSW Group Award employees, Transport Service Senior Manager and Executive and Sydney Metro Group Award employees Recruitment and Vacancy Filling Procedure – for RMS Group award employees
telling a person about their underperformance or unsatisfactory performance in an honest, fair and constructive way	Underperformance and Unsatisfactory Performance Procedure
counselling a person about their unreasonable behaviour in an objective and confidential way	your People Partner
implementing organisational changes or restructures	your People Partner
taking disciplinary action, including suspension or terminating employment where appropriate or justified in the circumstances, and other reasonable management action	Conduct and Discipline Handling Procedure

Concerns managed by other procedures

Other procedures and processes can be used for other particular work-related concerns.

If the concern is about...	Use the...
Misconduct or discipline issues	Conduct and Discipline Handling Procedure
Discrimination, harassment or bullying	Bullying, Harassment and Discrimination Management Procedure
Unsatisfactory performance	Underperformance and Unsatisfactory Performance Procedure
An employee on probation	Onboarding and Probation Procedure
Drug or alcohol issues	TfNSW Drug and Alcohol Policy – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees WHS Drug and Alcohol Procedure – for RMS Group award employees
Fraud, corruption, maladministration or serious or substantial waste of resources	Corrupt Conduct and Maladministration Prevention Policy – for RMS Group award employees Fraud and Corruption Control Framework – for TfNSW Group Award employees, Transport Service Senior Manager and Executive employees and Sydney Metro Group Award employees
WHS or compensation	TfNSW Safety Management System – for TfNSW Group Award employees and Transport Service Senior Manager and Executive employees RMS Group Safety Management System – for RMS Group award employees Sydney Metro Health, Wellbeing and Safety Management System – for Sydney Metro Group Award employees

Lodge a grievance

If informal resolution isn't possible or wasn't successful, you can lodge a formal grievance verbally or in writing with your manager, or a more senior manager if your manager is the subject of the grievance.

When you provide information to a manager receiving or managing a grievance, they may contact Professional Standards if they believe misconduct may have occurred. Any identified misconduct is managed under the Conduct and Discipline Handling Procedure.

Include the following information when you lodge a grievance to help the process:

a clear statement that you are lodging a formal grievance details of what the grievance is about, what happened and who else is involved your preferred outcome for a solution. The manager addressing the grievance can talk to Professional Standards or their People Partner for help and advice.

See 0 for information on confidentiality.

Everyone involved in a grievance is encouraged to access the Employee Assistance Program at any time for professional and confidential counselling services. Managers can also contact the Managers Assistance Program for advice on strategies to manage difficult issues.

You can access these programs either online (at <https://benestar.com> using Organisation ID: TfNSW and Organisation Token: TFNSW01) or by phone on 1300 360 364.

Discuss the grievance

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area. Managers and employees can have a support person (see 0) at meetings.

Meet the person lodging the grievance

Once you lodge a grievance, the manager will meet with you within 24 hours or as soon as practical.

This meeting is used to discuss the details of the matter so that you and the manager have a clear understanding of the issues and the preferred outcome.

If after the discussion, the manager decides the grievance should be dealt with under this procedure, they'll confirm with you that they will meet and discuss necessary details of the grievance with:

the 'respondent' (if any), that is the person who is the subject of the grievance, for example in an interpersonal disagreement, and

any witnesses.

At any time during the process and after discussing the grievance with Professional Standards, the manager can decide:

the issue should be dealt with under a different procedure and process (see 0), or

the grievance is vexatious or trivial (see 0).

In both cases the manager completes a Manager Grievance Report and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au as well as taking other necessary action. Professional Standards liaises with the responsible People Partner in the business area on receipt of the report.

Meet the respondent (if any)

If the grievance is about another employee, they are the respondent to the grievance. The manager meets with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information. The manager confirms with the respondent that the manager will discuss details of the grievance as part of meetings with any witnesses.

Meet with witnesses (if any)

As soon as practical, the manager meets and discusses the grievance with any witnesses that may help to confirm information or provide more details about the grievance.

The manager only provides necessary information about the grievance to witnesses for them to provide responses.

Finalise the grievance process

Once the manager has gathered all the necessary information they set up a meeting with those people directly involved with the grievance.

While a joint meeting is preferred because the strongest solutions are generated collaboratively, the manager may decide to hold separate meetings.

Outcomes can include:

a solution is agreed, which may include:

a commitment that the concern that caused the grievance will not be repeated

giving or receiving an apology

adjusting work arrangements or implementing other strategies to address systemic issues

coaching, mediation and/ or training for those people directly involved with a grievance

confirming or amending an original management decision, and/ or

taking other suitable action

the circumstances that led to the grievance have improved and no further action is needed, or

some issues remain or the problem can't be solved but everyone agrees to continue to work in a professional manner and move past it.

If a solution can't be found, the manager can ask a more senior manager to help or access additional support from Professional Standards or their People Partner.

Otherwise the manager confirms the outcome with the people directly involved in the grievance and ends the grievance management process.

Regardless of the outcome, the manager completes a Manager Grievance Report and emails it to Professional Standards at professionalstandards@rms.nsw.gov.au. Professional Standards liaises with the responsible People Partner in the business area on receipt of the report.

Other information you should know

Appeals

The person who lodges the grievance or the respondent can email or send an appeal to Director People and Culture Business Partnering in TfNSW or Director People and Culture in Sydney Metro no later than 21 days after an outcome has been confirmed by the manager if they believe that all or part of the process did not comply with this procedure.

Confidentiality

Managers are to treat work-related concerns raised with them by employees confidentially. Everyone involved in a grievance management process must maintain confidentiality and only discuss the matter with the manager, other employees involved in the management of the issue, support persons, Employee Assistance Program personnel, or immediate family members. Any breach of confidentiality may result in disciplinary action.

Documentation

The person managing the grievance process must take brief and factual diary or file notes of all agreed actions and timelines and must keep all relevant documentation securely for seven years.

In addition the manager must complete a Manager Grievance Report and forward it by email to Professional Standards at professionalstandards@rms.nsw.gov.au (see 0 and 0).

Victimisation

Victimisation is any unfavourable treatment of a person because they raised a work-related concern or lodged a grievance, or they were a respondent to or involved in a grievance.

Any employee who victimises or retaliates against any person involved in a grievance may be subject to disciplinary proceedings.

Vexatious and trivial grievances

An employee who lodges a grievance that they know is false, or is considered trivial, or who continues to raise complaints that have been investigated and finalised, may be subject to disciplinary processes up to and including termination.

Work-related concerns from labour hire personnel, consultants and Professional Services Contractors

Labour hire workers or professional service contractors must raise any work-related concern with their employer, who may contact Transport for NSW about the matter. Any reports will be taken seriously and managed in accordance with the commercial agreement with the service provider and the responsibilities of Transport for NSW.

Related Policy and other relevant/supporting documents

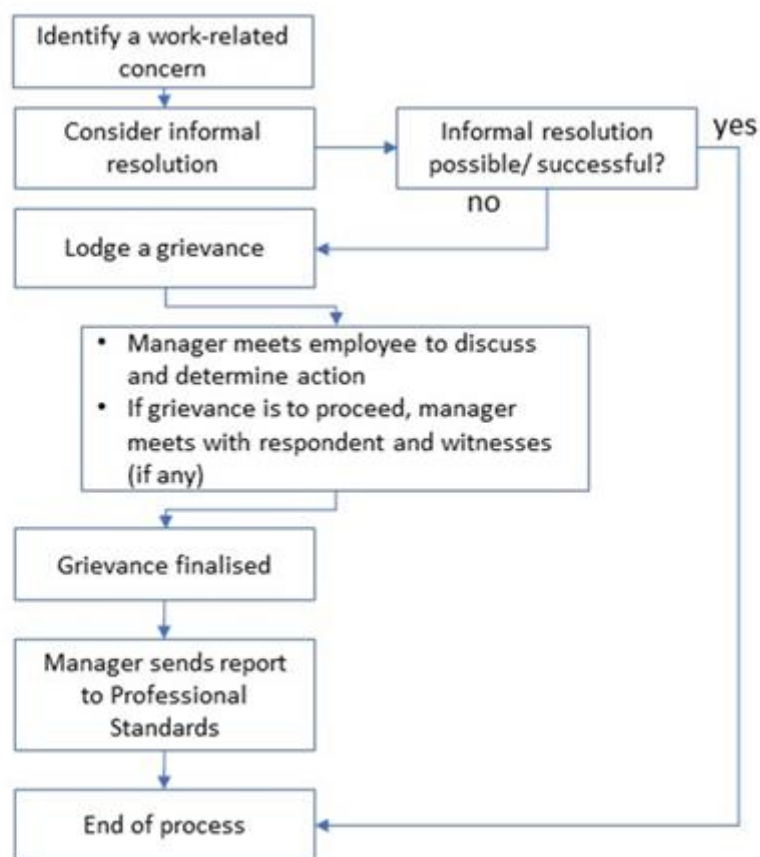
1. Transport Grievance Management Policy

Definitions

Term	Definition
Grievance	A formal verbal or written request by an employee for a work-related concern to be addressed.
Respondent	The employee who is the subject of a grievance.
Support Person	An individual (including a Union representative) who can provide advice, guidance and support. The support person cannot act as an advocate, or argue for the employee, but they may give advice to the employee. They may also request a break if needed. The support person must not present a conflict of interest with the matter.

Tools

Process flowchart – key steps



Document control

Superseded documents

This Procedure replaces the following documents:

- TfNSW Grievance Management Procedure CPr16001.3
- RMS Grievance Management Procedure PN 247P07

Document history

Date & Procedure No.	Document owner	Approved by	Amendment notes
11 September 2020 CPr20045	Director, Industrial & Workforce Relations	Director, Industrial & Workforce Relations	New Procedure
31 March 2021 CPr20045.1	Director, Industrial and Workforce Relations	Chief People Officer	Update to confirm coverage to Sydney Metro

Feedback and help

Intranet:[MyTransport](#)

Equip:‘MyTransport’ tile on your [Transport Equip](#) home page

Phone: Solutions Centre on 133 877

Email: tfnswhr@transport.nsw.gov.au

Do you have feedback to help improve the quality of this document, e.g. readability, accessibility, broken links, etc?

Please email Corporatepolicy@transport.nsw.gov.au.

Printed by the authority of the Industrial Registrar.

VENUES NSW AWARD 2024**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

K. JONES, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9845	2 August 2024	26 June 2024	396	988

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Annexure A - Salaries

Annexure B - Allowances

Annexure C - Classification Standards

1. Title

- 1.1 This award will be known as the Venues NSW Award 2024.

2. Definitions

- 2.1 Agency Head - means the Chief Executive Officer of Venues NSW.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Venues NSW Staff Agency.

- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

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

4. No Extra Claims

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

5. Application/Coverage/Scope

- 5.1 The provisions of this award will apply to ongoing employees, temporary employees and casual employees (as specified in the award) as defined in the *Government Sector Employment Act 2013*, employed to exercise the functions of Venues NSW at all Venues NSW facilities, that were managed by Venues NSW pursuant to the *Sporting Venues Authority Act 2008* as at 30 November 2020, excluding the WIN Sports and Entertainment Centre.
- 5.2 At the time of making of this Award, no employee will suffer a reduction of their rate of pay or diminution in their conditions of employment as a consequence of the making of this Award.
- 5.3 The award stands alone. All other agreements and awards are excluded from having any application to employees covered by this Award as specified in cl. 5.1.

6. Period of Operation

- 6.1 This instrument will take effect on and from 3 February 2023 and remain in force as varied, until 30 June 2024.

7. Statement of Intent

- 7.1 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

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

9. Casual Employment

9.1 This clause applies to casual employees allocated to Venues NSW facilities as specified in subclause 5.1.

9.2 Hours of Work

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

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

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

9.3 Rate of Pay

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

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

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

15%

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

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

9.4 Overtime

9.4.1 Casual employees will be paid overtime for work performed:

- (a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or
- (b) In excess of the daily roster pattern applicable for the particular class of work; or
- (c) In excess of the standard weekly roster of hours for the particular class of work.

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

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

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

9.5 Leave

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

- 9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 9.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Agency Head must not fail to re-engage a regular casual employee (see section 54(2) of the Act) because:
- (i) The employee or employee's spouse is pregnant; or
- (ii) The employee is or has been immediately absent on parental leave.

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

9.6 Personal Carers entitlement for casual employees

- 9.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member, of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 9.6.4, and the notice requirements set out in paragraph 9.6.5 of this clause.
- 9.6.2 The Agency Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.6.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 9.6.4 The casual employee will, if required,
- (a) Establish either by production of a medical certificate or statutory declaration:
- i. the illness of the person concerned; and
- ii. that the illness is such as to require care by another person;
- or
- (b) Establish by production of documentation acceptable to the employer or a statutory declaration:
- i. the nature of the emergency; and
- ii. that such emergency resulted in the person concerned requiring care by the employee.

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

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

9.7 Bereavement entitlements for casual employees

- 9.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 9.7.2 The Agency Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.7.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- 9.7.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

9.8 Meal Break

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

9.9 Application of other clauses of this Award to casual employees

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

- 10 Part-Time Employment
- 12 Apprentices
- 13 School based apprentices
- 15 Annualised Salary
- 24 Extended Leave
- 26 Hours of Work
- 27 Rosters - Ongoing and Temporary Employees
- 29 Meal Breaks and Allowances
- 30 Variation of Hours
- 31 Natural Emergencies and Major Transport Disruptions
- 32 Public Holidays
- 33 Overtime - General
- 34 Recall to Duty
- 35 Overtime Meal Breaks
- 38 On-Call (Stand-by) and On-Call Allowance
- 40 Leave Without Pay
- 41 Annual Leave
- 42 Annual Leave Loading
- 43 Family and Community Services Leave
- 44 Military Leave
- 45 Observance of Essential Religious Or Cultural Obligations
- 46 Parental Leave

47	Sick Leave
48	Sick Leave Requirements for Evidence of Illness
49	Sick Leave to Care for a Family Member
50	Sick Leave - Workers Compensation
51	Sick Leave - Claims Other Than Workers Compensation
52	Special Leave
56	Trade Union Activities Regarded as on Duty
57	Trade Union activities Regarded as Special Leave
58	Trade Union Training Courses
59	Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

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

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

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

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

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

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

10.2 Additional hours - Non-Annualised Employees

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

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

11. Classifications

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

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

12. Apprentices

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

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

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

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

13. School Based Apprentices

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

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto and clause 14.4 below.
- 14.2 The 3 February 2023 rates of pay in Annexure A were increased by 1% from 1 July 2023 ('the 1 July 2023 rates of pay').
- 14.3 The 1 July 2023 rates of pay and allowances will be increased by 1.22% effective from 3 February 2024, as shown in Annexure A.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.

- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 1.2 of Annexure A to this award will be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 1.2 respectively for Level 8 and Level 9.
- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.
- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.
- 15.7 The calculation of time 'worked' during each 28 day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
- 15.8 Due to the nature of our operation, employees in receipt of an annualised salary can be required to work up to 20 hours per 28 day roster period, in excess of 152 hours, without the payment of overtime or time off in lieu. Requests to work additional hours should not be unreasonable and be predominately made to employees for the purpose of major events, facilities and grounds works as required. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their equivalent pro rata normal working week hours.
- 15.9 Hours worked in excess of ordinary hours above 20 hours per 28 day roster period will be accrued, at the employee's discretion, as either overtime under clause 37 or as time off in lieu at a rate of one hour worked for one hour time in lieu.
- 15.10 Time off in lieu must be taken within 6 months of the leave accruing at a time and date agreed between the employer and the employee.
- 15.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 15.11.1 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

16. Payment of Wages

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

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

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

18. First Aid Allowance

- 18.1 An employee appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such employee as specified in Annexure B of this award attached hereto.

- 18.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 18.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:
- 18.3.1 Is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 18.3.2 Holds an Occupational First-Aid Certificate issued within the previous three years.
- 18.4 The First Aid Allowance will not be paid during leave of one week or more.
- 18.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 18.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Agency needs, and the cost of retraining First Aid Officers, are to be met by the Agency.

19. Allowance Payable for Use of Private Motor Vehicle

- 19.1 The Agency Head may authorise an employee to use a private motor vehicle for work where:
- 19.1.1 Such use will result in greater efficiency or involve the Agency in less expense than if travel were undertaken by other means; or
- 19.1.2 Where the employee is unable to use other means of transport due to a disability.
- 19.2 An employee who, with the approval of the Agency Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Annexure B of this award attached hereto for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 19.4 of this clause.
- 19.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 19.3.1 The casual rate is payable if an employee elects, with the approval of the Agency Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 19.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 19.4 Deduction from allowance
- 19.4.1 Except as otherwise specified in this award, an employee will bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.
- 19.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 19.4.3 of this subclause.

19.4.3 Designated headquarters

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

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

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

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

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

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

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

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

20. Damage to Private Motor Vehicle Used for Work

- 20.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer will be reimbursed by the Agency, provided:
- 20.1.1 The damage is not due to gross negligence by the employee; and
- 20.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 20.2 Provided the damage is not the fault of the employee, the Agency will reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 20.2.1 The damage was sustained on approved work activities; and
- 20.2.2 The costs cannot be met under the insurance policy due to excess clauses.

21. Overseas Travel

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

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

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

23. Lactation Breaks

- 23.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 23.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 23.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 23.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 23.5 The Agency Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 23.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 23.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 23.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 47, Sick Leave, of this award.

24. Extended Leave

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

25. Absence from Work

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

26. Hours of Work

- 26.1 The ordinary hours of work will be Monday to Sunday inclusive.

- 26.2 Ordinary hours will be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.
- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.
- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.
- 26.6 The working hours of employees and the manner of their recording, will be as determined from time to time by the Agency Head. Such direction will include the definition of full-time contract hours as contained in clause 26, Hours of Work, of this award.
- 26.7 The employee in charge of a division or branch of Venues NSW will be responsible to the Agency Head for the proper observance of hours of work and for the proper recording of such attendance.
- 26.8 The Agency Head may require an employee to perform duty beyond the hours determined under subclause 26.4 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 26.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 26.8.2 Any risk to the employee's health and safety;
- 26.8.3 The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 26.8.4 The notice (if any) given by the Agency Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- 26.8.5 Any other relevant matter.
- 26.9 The application of hours of work is subject to the provisions of this clause.
- 26.10 The ordinary hours may be worked on a full-time or part-time basis.
- 26.12 The Agency Head will ensure that all employees employed in Venues NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

27. Rosters - Ongoing and Temporary Employees

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

- 27.4 If a change to the roster is advised with less than 24 hours' notice it will be optional for the employee to work the roster.

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.
- 28.4 An employee may swap a Rostered Day Off with another employee, subject to the prior approval of the Venue Manager or Supervisor.
- 28.5 An employee who is directed to work ordinary hours on a Rostered Day Off may take that Rostered Day Off at another time, subject to Venues NSW operational needs.
- 28.6 If an employee is unable to take a Rostered Day Off due to exceptional circumstances, the Rostered Day Off can be taken at another time, subject to Venues NSW operational needs. Where practicable, the Rostered Day Off will be taken during the current roster cycle, or the following roster cycle.
- 28.7 For a full-time employee absent on a working day or days, 7.6 hours leave will be deducted for each day of absence and counted as ordinary hours of work, regardless of the actual number of ordinary hours rostered to be performed.
- 28.8 For a part-time employee absent on a working day or days, the number of hours leave to be deducted for each day of absence and counted as ordinary hours of work will be specified in the employee's part-time work agreement.
- 28.9 Where a grant of leave as per sub-clauses 28.6 or 28.7 of this clause would otherwise lead to the total number of hours worked in the roster cycle to be in debit or excess of the contracted ordinary hours the employee's roster may be amended, subject to the operational needs of Venues NSW, to ensure that the contracted hours are worked within the roster cycle.
- 28.10 If it is not practicable to make an adjustment to the employee's roster in the current roster cycle as per sub-clause 28.8 of this clause the credit or debit on ordinary hours worked may be carried forward to the next roster cycle and an adjustment to the employee's roster made in the following roster cycle.
- 28.11 Where a full-time employee is absent for an entire roster cycle, 152 hours leave will be deducted.
- 28.12 Where a part-time employee is absent for an entire roster cycle the contract hours per roster cycle specified in the employee's part-time work agreement will be deducted.
- 28.13 If an employee or family member of an employee is sick on a Rostered Day Off, the Rostered Day Off will not be re-credited to the staff member.

29. Meal Breaks and Allowances

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

30. Variation of Hours

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

31. Natural Emergencies and Major Transport Disruptions

- 31.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 31.1.1 Apply to vary the working hours as provided in clause 30, Variation of Hours of this award; and/or
 - 31.1.2 Negotiate an alternative working location with the Agency; and/or
 - 31.1.3 Take available family and community service leave, annual or extended leave or leave without pay to cover the period concerned.

32. Public Holidays

- 32.1 Unless directed to attend for duty by the Agency Head, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 32.1.1 A public holiday throughout the State; or
 - 32.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
 - 32.1.3 A day between Boxing Day and New Year's Day determined by the appropriate Agency Head as a public service holiday.
- 32.2 An employee required by the Agency Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 32.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

33. Overtime - General

- 33.1 An employee may be directed by the Agency Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the

working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:

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

33.1.2 Any risk to employee health and safety,

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

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

33.1.5 Any other relevant matter.

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

34. Recall to Duty

34.1 An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of three (3) hours work at the appropriate overtime rates.

34.2 The employee will not be required to work the full three (3) hours if the job can be completed within a shorter period.

34.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment will 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 will be calculated as one continuous period.

34.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime will only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

34.5 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

34.6 An employee recalled to duty within three (3) hours of the commencement of usual hours of duty will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

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

35. Overtime Meal Breaks

35.1 An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

- 35.2 An employee required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance will be paid by the Agency at the appropriate rate specified in Annexure B of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.
- 36.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Agency Head will approve payment of actual expenses.
- 36.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 36.4 Receipts must be provided to the Agency Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

37. Payment for Overtime and Time Off in Lieu

- 37.1 Clause 37, "Payment for Overtime and Time Off in Lieu" of this award does not apply to annualised employees except as provided by subclause 15.9 of clause 15, Annualised Salary, of this award, or to casual employees except as provided by subclause 9.4 of clause 9, Casual Employment, of this award.
- 37.2 The Agency Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of time off in lieu in accordance with subclause 37.7 of this clause.
- 37.3 All time worked by any ongoing or temporary, full-time or part-time employee in excess of the 12 working hours on any one day or in excess of 152 hours in any rostered work cycle will be deemed to be overtime.
- 37.4 All time worked by any casual employee in excess of 12 working hours on any one day will be deemed as overtime.
- 37.5 Overtime will be based on the payment of time and one half for the first two hours and double time thereafter for work other than that performed on a Public Holiday.
- 37.6 Overtime performed on a public holiday will be paid at the rate of double time and a half.
- 37.7 An ongoing or temporary employee may elect to take time off in lieu as an alternative to being paid overtime.
- 37.8 Time off in lieu is to be taken on a one for one basis. (i.e. ordinary rate)
- 37.9 Time off in lieu must be taken within 6 months of the leave accruing at the discretion of the manager.
- 37.10 Time off in lieu may be taken as full or half days.

- 37.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 37.12 All time accrued must be recorded in a format suitable and approved by the employee's manager.
- 37.13 Make-up Time -An ongoing or temporary employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 37.14 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the *Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007* or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

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

- 38.1 Unless in receipt of an Annualised Salary in terms of clause 15 of this award an employee will be:
- 38.1.1 Entitled to be paid the on-call allowance set out in Annexure B of this award attached hereto when directed by the Agency to be on-call or on stand-by for a possible recall to duty outside the employee's working hours;
- 38.1.2 If an employee who is on call and is called out by the Agency, the overtime provisions as set out in clause 37, Payment for Overtime or Leave in Lieu, of this award will apply to the time worked;
- 38.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

39. Uniforms and Protective Clothing

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

40. Leave Without Pay

- 40.1 The Agency Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.

- 40.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of annual leave.
- 40.5 An employee who has been granted leave without pay will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Agency Head.
- 40.6 An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- 40.7 No paid leave will be granted during a period of leave without pay.
- 40.8 An ongoing assignment may be made to the employee's role if:
- 40.8.1 The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 40.8.2 The employee is advised of the Agency's proposal to permanently backfill their role; and
 - 40.8.3 The employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 40.8.4 The Agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 40.9 The role cannot be filled on an ongoing basis unless the above criteria are satisfied.
- 40.10 The employee does not cease to be employed by the Agency if their role is backfilled on an ongoing basis.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 46.9.1(a) of clause 46, Parental Leave, or to Military Leave granted in accordance with clause 44 of this award.

41. Annual Leave

- 41.1 Accrual
- 41.1.1 Paid annual leave for full-time employees and annual leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 41.1.2 Annual leave accrues from day to day.
- 41.2 Limits on Accumulation and Direction to Take Leave
- 41.2.1 At least two (2) consecutive weeks of annual leave will be taken by an employee every 12 months, except by agreement with the Agency Head in special circumstances.
 - 41.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Agency Head according to the wishes of the employee.

- 41.2.3 The Agency Head will notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Agency.
- 41.2.4 The Agency Head will notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Agency.
- 41.2.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their annual leave so that it is reduced to below 8 weeks.
- 41.3 Conservation of Leave - If the Agency Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Agency Head will:
- 41.3.1 Specify in writing the period of time during which the excess will be conserved; and
- 41.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 41.3.3 Annual leave accruals will be displayed for employees on their payslips.
- 41.4 Miscellaneous
- 41.4.1 Annual leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 41.4.2 Annual leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 41.4.3 Annual leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 41.4.4 of this subclause.
- 41.4.4 Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full-time working days, or their part-time equivalent, in any period of 12 months.
- 41.4.5 The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph 41.4.4 of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 41.4.6 Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay or annual leave taken on half pay.
- 41.4.7 Annual leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 46, Parental Leave of this award.
- 41.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued annual leave which remains untaken.
- 41.4.9 An employee to whom paragraph 41.4.8 of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 41.5 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary.

41.6 Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows: -

41.6.1 To the widow or widower of the employee; or

41.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

41.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Agency Head was, at the time of the employee's death, a dependent relative of the employee; or

41.6.4 If there is no person entitled under paragraphs 41.6.1, 41.6.2 or 41.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment will be made to the personal representative of the employee.

41.7 Annual leave does not accrue during leave without pay other than

41.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;

41.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is

41.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;

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

41.7.5 Periods which when aggregated do not exceed 5 working days in any period of 12 months.

42. Annual Leave Loading

42.1 General - An employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 42.2 to 42.4 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks annual leave accrued in a leave year.

42.2 Maximum Loading - The annual leave loading payable will not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time.

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

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

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

42.4.2 If at least two weeks leave, as set out in paragraph 42.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the employee as at 30 November of the current year.

42.4.3 While annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 42.4.1 of this subclause, is taken.

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

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

43. Family and Community Service Leave

43.1 The Agency Head will grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 43.2 of this clause. The Agency Head may also grant leave for the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

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

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

43.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

43.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;

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

43.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Agency Head considers the granting of family and community service leave to be appropriate in a particular case.

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

43.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

43.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

43.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member of this award.

43.5 Family and community service leave will accrue as follows:

43.5.1 Two and a half days in the employee's first year of service;

43.5.2 Two and a half days in the employee's second year of service; and

43.5.3 One day per year thereafter.

- 43.6 If available family and community service leave is exhausted as a result of natural disasters, the Agency Head will consider applications for additional family and community service leave, if some other emergency arises.
- 43.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 43.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 49, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 43.9 The Agency Head may also grant employee other forms of leave such as accrued annual leave, time off in lieu and so on for family and community service leave purposes.

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 44.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 44.3 Up to 24 working days military leave per financial year may be granted by the Agency Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 44.1 of this clause.
- 44.4 The Agency Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 44.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 44.3 of this clause may be granted Military Leave Top Up Pay by the Agency Head.
- 44.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 44.7 During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, annual and extended leave entitlements, and Agencies are to continue to make superannuation contributions at the normal rate.
- 44.8 At the expiration of military leave in accordance with subclause 44.3 or 44.4 of this clause, the employee will furnish to the Agency Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

45. Observance of Essential Religious or Cultural Obligations

- 45.1 An employee of:
- 45.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 45.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted annual/extended leave to credit or leave without pay to do so.

- 45.2 Provided adequate notice as to the need for leave is given by the employee to the Agency and it is operationally convenient to release the employee from duty, the Agency Head must grant the leave applied for by the employee in terms of this clause.
- 45.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Agency Head, subject to:
- 45.3.1 Adequate notice being given by the employee;
- 45.3.2 Prior approval being obtained by the employee; and
- 45.3.3 The time off being made up in the manner approved by the Agency Head.
- 45.4 Notwithstanding the provisions of subclauses 45.1, 45.2 and 45.3 of this clause, arrangements may be negotiated between the Agency and the Unions to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

46. Parental Leave

- 46.1 Parental leave includes maternity, adoption and "other parent" leave.
- 46.2 Maternity leave will apply to an employee who is pregnant and, subject to this clause the employee will be entitled to be granted maternity leave as follows:
- 46.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 46.2.2 For a further period of up to 12 months after the actual date of birth.
- 46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 46.3 Adoption leave will apply to an employee adopting a child and who will be the primary care giver, the employee will be granted adoption leave as follows:
- 46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.
- 46.3.3 Special Adoption Leave - An employee will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, extended leave or family and community service leave.
- 46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- 46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and
- 46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) In advance as a lump sum; or
 - (b) Fortnightly as normal; or
 - (c) Fortnightly at half pay; or
 - (d) A combination of full pay and half pay.
- 46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:
- 46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;
- 46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;
- 46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- 46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- 46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave will be granted without pay.
- 46.9 Right to request
- 46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:
- (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);

- (c) To assist the employee in reconciling work and parental responsibilities.

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

46.10 Notification Requirements

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

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

- (a) That she/he intends to take parental leave, and
- (b) The expected date of birth or the expected date of placement, and
- (c) If she/he is likely to make a request under subclause 46.9 of this clause.

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

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

46.10.4 Employee's request and the Agency Head's decision to be in writing

The employee's request under paragraph 46.9.1 and the Agency Head's decision made under paragraph 46.9.2 must be recorded in writing.

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

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

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

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

46.11 An employee has the right to her/his former role if she/he has taken approved leave or part-time work in accordance with subclause 46.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part-time basis.

- 46.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former role.
- 46.13 An employee does not have a right to her/his former role during a period of return to work on a part-time basis. If the Agency Head approves a return to work on a part-time basis then the role occupied is to be at the same classification and grade as the former role.
- 46.14 An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Agency) must be given.
- 46.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued annual or extended leave or sick leave without pay. An employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 46.16 An employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 46.17 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 46.17.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
 - 46.17.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
 - 46.17.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay will be converted to the full-time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full-time rate.
- 46.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Agency Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but, is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 46.19 If such adjustments cannot reasonably be made, the Agency Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 46.20 Communication during parental leave
- 46.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency will take reasonable steps to:
 - (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

- 46.20.2 The employee will take reasonable steps to inform the Agency Head about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 46.20.3 The employee will also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.

47. Sick Leave

- 47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 47.2 Payment for sick leave is subject to the employee:
 - 47.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
 - 47.2.2 Providing evidence of illness as soon as practicable if required by clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.
- 47.3 If the Agency Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Agency Head:
 - 47.3.1 Will grant to the employee sick leave on full pay; and
 - 47.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 47.4 The Agency Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
 - 47.4.1 Is unable to carry out their duties without distress; or
 - 47.4.2 Risks further impairment of their health by reporting for duty; or
 - 47.4.3 Is a risk to the health, wellbeing or safety of other employees, Agency clients or members of the public.
- 47.5 The Agency Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 47.6 Entitlements
 - 47.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
 - 47.6.2 After the first four months of employment, the employee will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - 47.6.3 After the first year of service, the employee will accrue sick leave day to day at the rate of 15 working days per year of service.
 - 47.6.4 All continuous service as an employee in the NSW public service will 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 will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

- 47.6.5 Notwithstanding the provisions of paragraph 47.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014 and Public Sector Staff Mobility Policy.
- 47.6.6 Sick leave without pay will count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
- 47.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
- 47.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.
- 47.8 Seasonal or relief employees - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

- 48.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Agency Head in respect of the absence.
- 48.2 In addition to the requirements under subclause 47.2 of clause 47, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Agency Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Agency Head for each occasion absent for the balance of the calendar year.
- 48.3 As a general practice backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Agency Head is satisfied that the reason for the absence is genuine.
- 48.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Agency Head will advise them in advance.
- 48.5 If the Agency Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the nominated medical assessor for the NSW public sector for advice.
- 48.5.1 The type of leave granted to the employee will be determined by the Agency Head.
- 48.5.2 If sick leave is not granted, the Agency Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 48.6 The granting of paid sick leave will be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Agency.
- 48.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 48.7.1 Up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Agency Head's discretion, another registered health services provider, or

- 48.7.2 Where the absence exceeds one week, and unless the health provider listed in paragraph 48.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 48.7.3 At the Agency Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 48.8 If an employee who is absent on annual leave or extended leave, furnishes to the Agency Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Agency Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 48.8.1 In respect of annual leave, the period set out in the evidence of illness;
- 48.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 48.9 Subclause 48.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

49. Sick Leave to Care for a Family Member

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

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

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

50. Sick Leave - Workers Compensation

- 50.1 The Agency Head will advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.
- 50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* will be required to lodge a claim for any such compensation.
- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head will grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or extended leave.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:
- 50.11.1 The employee's claim for workers compensation;
 - 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 50.11.4 Action taken by the Agency Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

51. Sick Leave - Claims Other Than Workers Compensation

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

52. Special Leave

52.1 Special Leave - Jury Service

- 52.1.1 An employee will, as soon as possible, notify the Agency Head of the details of any jury summons served on the employee.
- 52.1.2 An employee who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Agency Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.
- 52.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Agency Head will grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Agency Head will grant, at the sole election of the employee, available annual leave on full pay or leave without pay.

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

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

- 52.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 52.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

- 52.4 Association Witness - an employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the Agency for the required period.
- 52.5 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available annual leave on full pay or leave without pay.
- 52.6 Special Leave - Examinations -
- 52.6.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to employees for the purpose of attending at any examination approved by the Agency Head.
- 52.6.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.
- 52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted annual leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave will be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.
- 52.12 Matters arising from domestic violence situations.
- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

53. Leave for Matters Arising from Domestic and Family Violence

- 53.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 53.2 Full time and Part time employees experiencing domestic violence are entitled to 20 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single

days, or consecutive days). The leave is to be available for all employees including experiencing domestic and family violence, for purposes including:

- 53.2.1 seeking safe accommodation;
 - 53.2.2 attending medical, legal police or counselling appointments relating to their experience of domestic and family violence;
 - 53.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
 - 53.2.4 organising alternative care or education arrangements for their children; or
 - 53.2.5 other related purposes that will assist them to establish safety, and recover from their experience of domestic and family violence; or any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work
- 53.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 53.4 The leave does not have to be approved before an employee can access the leave, but an employee should advise their employer as soon as possible of the need to take such leave.
- 53.5 When approving leave, Venues NSW needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:
- 53.5.1 a document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;
 - 53.5.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction;
 - 53.5.3 a medical certificate.
 - 53.5.4 a statutory declaration by the employee experiencing domestic and family violence, or any other evidence that would satisfy a reasonable person that domestic and family violence has occurred
- 53.6 Casual employees will also be entitled to domestic and family violence leave. A casual employee can take a period of paid domestic and family violence leave for the hours for which the casual employee has an approved roster for work. In this circumstance, the employer is not required to pay the casual employee for hours that the casual employee had not been approved to work.
- 53.7 A casual employee is taken to have been rostered to work hours in a period if they have accepted an offer by the employer of work for those hours.

54. Disputes Procedure

- 54.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- 54.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 54.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.

- 54.4 The immediate manager, or other appropriate employee, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 54.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 54.6 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 54.7 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 54.8 An employee, at any stage, may request to be represented by the relevant Union.
- 54.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 54.10 The employee, Unions, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 54.11 Whilst the procedures outlined in subclauses 54.1 to 54.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

55. Anti-Discrimination

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

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

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

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

56. Trade Union Activities Regarded as on Duty

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

56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2017.

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

56.1.3 A reasonable period of preparation time, before-

- (a) Meetings with management;
- (b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and
- (c) Any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;

56.1.4 Giving evidence in court on behalf of the employer;

56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and

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

57. Trade Union Activities Regarded as Special Leave

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

57.1.1 Annual or biennial conferences of the Union;

57.1.2 Meetings of the Union's Executive, Committee of Management or Councils;

57.1.3 Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

57.1.4 Attendance at meetings called by the Unions NSW involving the Union which requires attendance of a delegate;

57.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;

57.1.6 Giving evidence before an Industrial Tribunal as a witness for the Union;

57.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 56, 57 and 58 apply.

58. Trade Union Training Courses

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

58.1.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between the Agency Head and the Union.

58.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Union or a training provider nominated by the Union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
- (b) Payment being at the base rate, i.e. excluding extraneous payments such as overtime, etc.;
- (c) All travelling and associated expenses being met by the employee or the Union;
- (d) Attendance being confirmed in writing by the Union or a nominated training provider.

59. Conditions Applying to on Loan Arrangements

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

59.1.1 Meetings interstate or in NSW of a Federal nature to which a Union member has been nominated or elected by the Union:

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) Vocational or industry committee.

59.1.2 Briefing counsel on behalf of the Union;

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

59.1.4 Country tours undertaken by a member of the executive or Council of the Union;

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

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

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

- (b) The Agency will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time;
- (c) Agreement with the Union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Agency Head and the Union.

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

59.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees and are to be kept to the minimum time required. Where the Union needs to extend an on loan arrangement, the Union will approach the Agency Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

59.1.9 Where the Head and the Union cannot agree on the on loan arrangement, the matter is to be referred to the Industrial Relations Secretary for determination after consultation with the Agency Head and the Union.

60. Period of Notice for Trade Union Activities

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

61. Access to Facilities by Trade Union Delegates

- 61.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Union activities:

61.1.1 Telephone, facsimile and, where available, E-mail facilities;

61.1.2 A notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;

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

62. Responsibilities of the Trade Union Delegate

- 62.1 Responsibilities of the Union delegate are to:

62.1.1 Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;

62.1.2 Participate in the workplace consultative processes, as appropriate;

62.1.3 Follow the dispute settling procedure applicable in the workplace;

62.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;

62.1.5 Account for all time spent on authorised Union business;

62.1.6 When special leave is required, to apply for special leave in advance;

62.1.7 Distribute Union literature/membership forms, under local arrangements negotiated between the Agency Head and the Union; and

62.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

63. Responsibilities of the Trade Union

63.1 Responsibilities of the Union are to:

63.1.1 Provide written advice to the Agency Head about a Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;

63.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award;

63.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

63.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

63.1.5 Apply to the Agency Head well in advance of any proposed extension to the "on loan" arrangement;

63.1.6 Assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

63.1.7 Advise employer of any leave taken by the Union delegate during the on loan arrangement.

64. Responsibilities of Workplace Management

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

64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;

64.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

64.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;

64.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

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

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

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

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

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

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

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

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

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

67. Industrial Action

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

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

68. Consultation and Technological Change

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

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

69. Deduction of Trade Union Membership Fees

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

70. Review of Allowances Payable in Terms of This Award

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

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

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

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

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

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

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

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

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

ANNEXURE A

SALARIES

Table 1.1 - Ongoing and Temporary Employees, Non-Annualised Salary

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

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

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

Level Venues Officer	Step	Salary Per Annum As at 3 February 2023 \$	Salary Per Annum As at 1 July 2023 (1.00% interim increase was applied to all classifications) \$	Salary Per Annum From 7 February 2024 to 30 June 2024 +1.22% (Pro rata of 3% through to 30 June 2024) \$
1	1	46,197	46,659	47,228
2	1	48,065	48,546	49,138
	2	48,655	49,142	49,742
	3	50,236	50,738	51,357
3	1	51,702	52,219	52,856
	2	53,080	53,611	54,265
	3	55,538	56,093	56,777
4	1	56,417	56,981	57,676
	2	58,486	59,071	59,792
	3	60,938	61,547	62,298
5	1	67,598	68,274	69,107
	2	70,926	71,635	72,509
	3	74,254	74,997	75,912

6	1	77,428	78,202	79,156
	2	80,601	81,407	82,400
	3	84,642	85,488	86,531
7	1	88,463	89,348	90,438
	2	91,905	92,824	93,956
	3	95,346	96,300	97,475

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

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 1.1 or Table 1.2, who are less than 18 years of age will be paid according to the following scale:

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

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

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

Table 1.2 - Annualised Salaried Employees

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

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

Level 8 and Level 9 employees will be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 1.2, as per clause 15, Annualised Salary, of this award.

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

Level Venues Officer	Step	Salary Per Annum As at 3 February 2023 \$	Salary Per Annum As at 1 July 2023 (1.00% interim increase was applied to all classifications) \$	Salary Per Annum From 7 February 2024 to 30 June 2024 +1.22% (Pro rata of 3% through to 30 June 2024) \$
1				
2	1	60,481	61,086	61,831
	2	61,223	61,835	62,589
	3	63,575	64,211	64,994
3	1	65,058	65,709	66,511
	2	66,791	67,459	68,282
	3	69,883	70,582	71,443
4	1	70,995	71,705	72,580
	2	73,592	74,328	75,235
	3	76,685	77,452	78,397

5	1	85,061	85,912	86,960
	2	89,248	90,141	91,241
	3	93,438	94,372	95,523
6	1	97,430	98,404	99,605
	2	101,422	102,436	103,686
	3	106,368	107,432	108,743
7	1	111,314	112,427	113,799
	2	115,644	116,800	118,225
	3	119,974	121,174	122,652
8	Pay Point Min	125,033	126,283	127,824
	Pay Point Max	134,203	135,545	137,199
9	Pay Point Min	138,924	140,313	142,025
	Pay Point Max	157,679	159,256	161,199

ANNEXURE B

ALLOWANCES

Item No.	Clause No	Description	Amount Per Annum \$
1	18.1	First Aid Allowance	
		Holders of basic qualifications	1,018
		Holders of current occupational first aid certificate	1,529
2		Use of Private Motor Vehicle	Cents per Kilometre
	19.2	Official business	85.0
	19.2	Casual rate (40% of official business rate)	34.0
		Motor cycle allowance	42.5
	19.7	Towing trailer or horse float	11.05
3	36.1	Overtime meal allowances	
		Breakfast	35.65
		Lunch	35.65
		Dinner	35.65
		Supper	13.30
4	38.1	On-call (stand-by) and on-call allowance	1.10 per hour
5	39.2	Laundry allowance	5.80 per week

ANNEXURE C

CLASSIFICATION STANDARDS

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

Promotion from Level to Level is subject to the occurrence of a vacancy in a higher level with the exception of progression of a casual employee from Level 1 to Level 2. In addition to any open vacancy, an employee at any level may make a request for a review of their salary level once a year as part of the Venues NSW annual performance review. This request can be made if the employee believes their role, level of responsibility or skill/qualifications have changed significantly enough to warrant a review to a new salary level.

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

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

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

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

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

the Agency's budget considerations.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING AND
ENVIRONMENT - NATIONAL PARKS AND WILDLIFE SERVICE)
FIELD OFFICERS AND SKILLED TRADES SALARIES AND
CONDITIONS 2022 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 157964 of 2025)

Before Senior Commissioner Constant

30 April 2025

VARIATION

1. Delete Table 4 of subclause 27.5 of clause 27, Incident Conditions, of the award published 23 December 2022 (393 I.G. 886) and reprinted 9 February 2024 (396 I.G. 627) and insert in lieu thereof the following:

Table 4

	4% increase effective from the first full pay period on or after 1 July 2023	3.5% increase effective from the first full pay period on or after 1 July 2024
	\$	\$
Role		
Crew Member	71,930	74,448
Crew Leader	80,670	83,493
Sector Commander	89,560	92,695
Divisional Commander	101,430	104,980
Operations Officer	108,900	112,711
Planning Officer	108,900	112,711
Logistics Officer	134,870	139,590
Incident Controller	149,460	154,691
Deputy Incident Controller	149,460	154,691
Safety Officer	108,900	112,711
Situation Officer	89,560	92,695
Situation Unit Leader	101,430	104,980
Resource Officer	89,560	92,695
Resource Unit Leader	101,430	104,980
Air Attack Supervisor	101,430	104,980
Air Operations Manager	108,900	112,711
Air Observer	89,560	92,695
Airbase Manager	89,560	92,695

2. Delete clause 43. No Extra Claims and insert in lieu thereof the following:

43. No Extra Claims

- 43.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will 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 1 July 2025 unilaterally made by a party to this Award unless otherwise agreed by the parties. This undertaking does not apply with respect to Proceedings No. 2024/00435078.

- 43.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to 1 July 2025.
- 43.3 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.
3. Delete subclause 44.6 of clause 44, Area, Incidence and Duration, and insert in lieu thereof the following:
- 44.6 The parties have agreed that negotiations for a new Award will commence prior to 1 July 2025.
4. Delete Part B – Monetary Rates and Classifications, Tables 1 and 2, and insert in lieu thereof the following:

PART B

MONETARY RATES AND CLASSIFICATIONS

Table 1 - Salary Schedule for Skilled Trades Classification

CLASSIFICATION/GRADE/YEAR	4% increase effective from the first full pay period on or after 1 July 2023	3.5% increase effective from the first full pay period on or after 1 July 2024
TRADESPERSON		
Tradesperson Level 1	72,519	75,057
Tradesperson Level 2	74,882	77,503
Tradesperson Level 3	77,506	80,219
Tradesperson Level 4	81,556	84,410
Tradesperson Level 5 - Year 1	82,599	85,490
Tradesperson Level 5 - Year 2	87,395	90,454
Electronics Tradesperson	91,462	94,663
TRADES APPRENTICE YEAR (PERCENTAGE)		
1st Year (50%)		
2nd Year (60%)		
3rd Year (75%)		
4th Year (85%)		
COMPETENCY CRITERIA FOR SKILLED TRADES		
Level 1		
Base trade. Appointees Employees at this level must have appropriate trade qualifications.		

Level 2		
Base trade plus the ability to perform general park maintenance duties, when required.		
Level 3		
A tradesperson who is able to: - work with the minimum amount of supervision; - work with the minimal amount of technical direction; - solve technical problems; - meet deadlines; - ensure quality control of work; and - perform general park maintenance duties when required.		
Level 4		
Senior Tradesperson		
is a tradesperson who possesses the skills, knowledge, qualifications, and competencies that are superior to those required by a tradesperson Level 3; or supervises the work of other tradespersons, including setting work priorities and allocating tasks.		
Level 5		
Assignment to a role at this level is by competitive selection to advertised vacancies. This level includes the Maintenance Supervisor role, which is responsible for the Field Officers of a district. A trade role which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a role at this level.		

Table 2 - Salary Schedule for Field Officer Classification

CLASSIFICATION/GRADE/YEAR	4% increase effective from the first full pay period on or after 1 July 2023 Per annum \$	3.5% increase effective from the first full pay period on or after 1 July 2024 Per annum \$
Field Officer General Operations - Monday to Friday	47,120	48,769
AWU classification – Field Officers employed from 4/8/05		
Field Officer Base Grade 1/2 - AWU - Monday to Friday		
Field Officer Base Grade 1 Year 1- AWU	54,422	56,327
Field Officer Base Grade 1 Year 2- AWU	55,797	57,750
Field Officer Base Grade 2 Year 1- AWU	57,084	59,082
Field Officer Base Grade 2 Year 2- AWU	59,745	61,836
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	54,422	56,327
Field Officer Grade 1 Year 2	55,797	57,750
Field Officer Grade 2 Year 1	57,084	59,082

Field Officer Grade 2 Year 2	59,745	61,836
Field Officer Grade 3A Year 1	68,174	70,560
Field Officer Grade 3A Year 2	69,376	71,804
Field Officer Grade 4A Year 1	71,318	73,814
Field Officer Grade 4A Year 2	72,606	75,147
AWU - Field Officers Grade 1-2		
Field Officer Grade 1/2		
Field Officer Grade 1 Year 1	54,422	56,327
Field Officer Grade 1 Year 2	55,797	57,750
Field Officer Grade 2 Year 1	57,084	59,082
Field Officer Grade 2 Year 2	59,745	61,836
		,
AWU - Field Officers Grade 3-4		
Field Officer Grade 3/4		
Field Officer Grade 3A Year 1	68,174	70,560
Field Officer Grade 3A Year 2	69,376	71,804
Field Officer Grade 4A Year 1	71,318	73,814
Field Officer Grade 4A Year 2	72,606	75,147
AWU classification - Existing officers employed prior to 4/8/05		
Field Officer Grade 1/4		
Field Officer Grade 1 Year 1	62,858	65,058
Field Officer Grade 1 Year 2	64,035	66,276
Field Officer Grade 2 Year 1	64,996	67,271
Field Officer Grade 2 Year 2	66,240	68,558
Field Officer Grade 3A Year 1	68,174	70,560
Field Officer Grade 3A Year 2	69,376	71,804
Field Officer Grade 4A Year 1	71,318	73,814
Field Officer Grade 4A Year 2	72,606	75,147
Field Officer Grade B3/B4		
Field Officer Grade 3B Year 1	68,174	70,560
Field Officer Grade 3B Year 2	69,376	71,804
Field Officer Grade 4B Year 1	71,318	73,814
Field Officer Grade 4B Year 2	72,606	75,147
Senior Field Officer Grade 1/2		
Senior Field Off Grade 1 Year 1	74,220	76,818
Senior Field Off Grade 1 Year 2	75,480	78,122
Senior Field Off Grade 2 Year 1	77,007	79,702
Senior Field Off Grade 2 Year 2	78,618	81,370
Field Supervisor Grade 1/2		
Field Supervisor Grade 1 Year 1	81,136	83,976
Field Supervisor Grade 1 Year 2	83,180	86,091
Field Supervisor Grade 2 Year 1	85,043	88,020
Field Supervisor Grade 2 Year 2	86,908	89,950
Senior Field Supervisor Grade 1/2		
Senior Field Supervisor Grade 1 Year 1	94,287	97,587
Senior Field Supervisor Grade 1 Year 2	96,604	99,985
Senior Field Supervisor Grade 2 Year 1	98,923	102,385
Senior Field Supervisor Grade 2 Year 2	101,238	104,781

Senior Field Supervisor Grade 3		
Senior Field Supervisor Grade 3 Year 1	120,859	125,089
Senior Field Supervisor Grade 3 Year 2	124,258	128,607
Senior Field Supervisor Grade 3 Year 3	129,331	133,858
Senior Field Supervisor Grade 3 Year 4	133,183	137,844

5. This variation shall take effect from the first full pay period commencing on or after 1 July 2024.

N. CONSTANT, *Senior Commissioner*

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CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 70666 of 2025)

Before Commissioner McDonald

13 May 2025

VARIATION

1. Delete Arrangement in Part A of the award published on 2 December 2022 (393 I.G. 359) and reprinted 25 August 2023 (394 I.G. 1743) and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Rostered Days Off
3a.	Nine Day (9) Fortnight
4.	Payment of Wages
5.	Rates of Pay
6.	Parties Bound
7.	Savings of Rights
8.	Relationship to Acts/Awards for Apprenticeships
9.	Union Subscriptions
10.	Fleet Tradespersons Multi-skilling
11.	Fire Vehicle Repairer Classification Structure & Labour Flexibility
12.	Additional Wage Rates
13.	Special Rates
14.	Team Leader Allowance and Higher Duties
15.	Higher Grade Pay
16.	Authorised Heavy Vehicle Allowance
17.	On Call Allowance
18.	Tool Allowance
19.	Apprentice Tool Loan
20.	Fire Equipment Allowance
21.	Apprentice to Tradesperson
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Long Service Leave
30.	Sick Leave
31.	Bereavement Leave
32.	Clothing

33. Insurance of Tools
34. Procedure on Charge
35. Anti-Discrimination
- 35a. Work, Health, Safety and Environment
- 35b. Uniforms and Personal Protective Equipment
36. Term of Employment
37. Grievance and Dispute Resolution Procedures
- 37a. Consultation
38. Personal/Carer's Leave
39. Maternity Leave
40. Parental Leave
41. Adoption Leave
42. Family and Community Service Leave
- 42a. Domestic and Family Violence Leave
43. Union Rights
44. Contractors and Supplementary Labour, Outsourcing
45. Salary Packaging Arrangements
46. Calculations
47. No Extra Claims
48. Area, Incidence and Duration

2. Delete clause 11, Fire Vehicle Repairer Classification Structure and Labour Flexibility, and insert in lieu thereof the following:

11. Fire Vehicle Repairer Classification Structure and Labour Flexibility

- 11.1 Fire Vehicle Repairers (FVRs) employed by FRNSW perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance and mechanical repairs to Fire Vehicles. Those tasks include the performance of peripheral and incidental tasks and assisting other Employees so as to complete the whole job.
- 11.2 In recognition of the skills, knowledge and experience brought to the performance of tasks by FVRs, the following classification structure applies.

Fire Vehicle Repairer	Definition	% of Weekly Wage
Level 1	Holds relevant Trades certificate	100%
Level 2	12 months service at level 1 subject to requirements at 11.3.	105%
Level 3	12 months service at level 2 subject to requirements at 11.3.	110%
Level 4	12 months service at level 3 subject to requirements at 11.3.	115%

Note: Actual rates are shown in Table 1 in Part B and will be increased with annual movements to wage and wage related allowances.

Progression

- 11.3 Where an Employee has completed 12 months service at a level within the FVR classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress to the next level within the classification.

Leading Hand Allowances

- 11.4 Leading hand allowances, where applicable, will be paid in addition to the increment of the Employee in question.

Disputes

- 11.5 The Grievance and Dispute Resolution Procedures of this Award should be utilised if any disputes arise concerning implementation of this clause.
3. Insert after clause 35, Anti-Discrimination, new clauses 35a, Work Health, Safety and Environment and 35b, Uniforms and Personal Protective Equipment, in the following terms:

35a. Work Health, Safety and Environment

- 35a.1 Employee rights with respect to Work Health and Safety are under the *Work Health and Safety Act 2011*. FRNSW internal WHS policies are underpinned by the *Work Health and Safety Act 2011* and available for all Employees on FRNSW's intranet.

35b. Uniforms and Personal Protective Equipment

- 35b.1 FRNSW will provide Employees covered by this Award, with uniforms and where required, Personal Protective Equipment (PPE). These will be suitable and appropriate to the type of work activity being undertaken and the risks involved in those types of work activity.
- 35b.2 Uniform and PPE, where required will be provided by FRNSW, at no cost to the Employee.
- 35b.3 Reasonable alteration to the uniform and PPE for an Employee's individual needs will be undertaken by FRNSW at no cost to the Employee where required.
- 35b.4 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.
- 35b.5 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of FRNSW. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervising officer.
- 35b.6 FRNSW will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 35b.7 If FRNSW intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in Clause 37a (Consultative Process).
- 35b.8 Where Uniform Committees are established, they will wherever practicable and subject to procurement rules consider procuring uniforms and PPE from Australian suppliers of Australian made uniforms and PPE.

Medical Requirements

- 35b.9 Where there is a medical requirement and it is needed for the task, prescription eye wear, alternate footwear or other specialty aids, devices and equipment will be provided by FRNSW to ensure control of safety hazards associated with the task.
4. Insert after clause 36, Term of Employment, insert the following new clause 37a, Consultation:

37a. Consultation

- 37a.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within FRNSW. This clause also recognises that where FRNSW seeks to introduce or implement any major change that significantly affects Employees, provisions of this Award and/or the employment

relationship, such change will be the subject of consultation with the Unions and the affected Employees.

- 37a.2 FRNSW must genuinely consult before any decision to implement such change is finalised. Such consultation must occur as early as possible and cover the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of the proposed change/s.
- 37a.3 Consultation as defined for the purposes of this Award means the full, meaningful and candid disclosure and discussion of issues and proposals with a genuine consideration of each party's views. The consultation process requires full disclosure of the proposed change including relevant information pertaining to it, and an opportunity for the Unions to consider and respond to the proposed change, along with an opportunity to provide an alternative proposal. Consultation shall provide a genuine opportunity to affect the outcome of change prior to FRNSW making a final decision and implementation of change/s.
- 37a.4 If there is a matter which remains in dispute regarding a decision to be implemented, as notified by the Commissioner and/or FRNSW to the Unions and Employees, the Union can follow the dispute procedure set out at clause 37, however, may commence those procedures from sub-clause 37.8, that is by referral to the *New South Wales Industrial Relations Commission*.
5. Delete the words "August 1996" from clause title 38, Personal/Carer's Leave to read as follows:

38. Personal/Carer's Leave

6. Insert after clause 42, Family and Community Service Leave, the following new clause 42a, Domestic and Family Violence Leave:

42a. Domestic and Family Violence Leave

42a.1 Definitions

- 42a.1.1 Domestic violence is any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else's safety. It may be a pattern of ongoing controlling or coercive behaviour.
- 42a.1.2 An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- 42a.1.3 A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- 42a.1.4 Examples of behaviours that constitute domestic and family violence include but are not limited to:
- (i) physical and sexual violence;
 - (ii) verbal abuse;
 - (iii) emotional or psychological abuse;
 - (iv) stalking and intimidation;

- (v) technological facilitated abuse;
- (vi) social and geographical isolation;
- (vii) financial abuse;
- (viii) cruelty to pets
- (ix) damage to property; or
- (x) threats to be violent in the above ways.

42a.2 Leave for matters arising from Domestic and Family Violence Leave

- 42a.2.1 The definition of domestic violence is in clause 42a.1 of this Award.
- 42a.2.2 Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- 42a.2.3 Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- 42a.2.4 Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an Employee must take in a day.
- 42a.2.5 Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - (i) seeking safe accommodation or establishing safety;
 - (ii) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (ii) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (iv) organising alternative care or education arrangements for their children or person(s) in their care;
 - (v) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (vi) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 42a.2.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, Employees should advise FRNSW of the need to take domestic and family violence leave as soon as possible.
- 42a.2.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 42a.2.8 FRNSW should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- 42a.2.9 Evidence of the occurrence of domestic and family violence may include:

- (i) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (ii) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (iii) a medical certificate;
 - (iv) a statutory declaration by the Employee experiencing domestic and family violence; or
 - (v) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 42a.2.10 Evidence provided by an Employee should be sighted and must be returned to the Employee. The evidence must not be retained by FRNSW or stored on the Employee's personnel file.
- 42a.2.11 The intent of paid domestic and family violence leave is to provide Employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
- (i) Full-time and part-time Employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
 - (ii) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means FRNSW has offered specific hours of work and the casual employee has accepted that offer.
- 42a.2.12 FRNSW must keep personal information about domestic and family violence (including information about support provided by FRNSW confidential. This includes not recording instances of or information about domestic and family violence leave on:
- (i) payslips,
 - (ii) the Employee's personnel file, or
 - (iii) rosters.
- 42a.2.13 Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the Employee's consent, a relevant senior manager.
- 42a.2.14 FRNSW-must not take adverse action against an Employee because they:
- (i) have experienced, or are experiencing, domestic and family violence;
 - (ii) use the paid domestic and family violence leave provisions; or
 - (ii) are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.
- 42a.2.15 FRNSW will provide support to an Employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

42a.3 Leave for Employees providing support to people experiencing domestic and family violence

- 42a.3.1 Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:
- (i) Family and Community Service Leave (Clause 42); or
 - (ii) Personal / Carer's Leave (Clause 38).
- 42a.3.2 The "family" or "household" member that the Employee is providing care and support to must meet the definition of these terms, as referred to at:
- (i) Clause 38.1.3 Personal / Carer's Leave
- 42a.3.3 If FRNSW needs to establish the reasons for an Employee accessing existing leave entitlements under these provisions, the Employee may be required to provide evidence consistent with subclause 38.1.2 Personal / Carer's Leave of this Award or any other form of evidence that is considered acceptable by FRNSW such as a statutory declaration.
- 42a.3.4 Evidence provided by an Employee should be sighted and must be returned to the Employee. The evidence must not be retained by FRNSW or stored on the Employee's personnel file.
7. Delete clause 43, Trade Union Leave and insert in lieu thereof the following:

43. Union Rights

43.1 Trade Union Activities Regarded as on Duty

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

- 43.1.1 attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*.
- 43.1.2 attendance at meetings with workplace management or workplace management representatives;
- 43.1.3 a reasonable period of preparation time, before -
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and
 - (c) any other meeting with management by agreement with management, where operational requirements allow the taking of such time;
- 43.1.4 giving evidence in court on behalf of FRNSW;
- 43.1.5 appearing as a witness before the Industrial Relations Commission;
- 43.1.6 representing the Union at the Industrial Relations Commission as an advocate;
- 43.1.7 presenting information on the Union and Union activities at induction sessions for new Employees of FRNSW; and

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

43.2 Trade Union Activities Regarded as Special Leave

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

- 43.2.1 annual or biennial conferences of the Union;
- 43.2.2 meetings of the Union's Executive, Committee of Management or Councils;
- 43.2.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 43.2.4 attendance at meetings called by Unions NSW involving the Union which requires attendance of a delegate;
- 43.2.5 attendance at meetings called by FRNSW on behalf the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 43.2.6 giving evidence before an Industrial Tribunal as a witness for the Union;
- 43.2.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 43.1, 43.2 and 43.3 apply.

43.3 Trade Union Training Courses

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

- 43.3.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between FRNSW and the Union under a local arrangement.
- 43.3.2 Courses organised and conducted by the Union, or a training provider nominated by the Union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief Employees;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) all travelling and associated expenses being met by the Employee or the Union;
 - (d) attendance being confirmed in writing by the Union or a nominated training provider.

43.4 Period of Notice for Trade Union Activities

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

43.5 Access to Facilities by Trade Union Delegates

- 43.5.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Union activities:
- (a) telephone, facsimile, internet and email facilities;
 - (b) a notice board for material authorised by the Union or access to Employee 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 Union.

43.6 Responsibilities of the Trade Union Delegate

Responsibilities of the Union delegate are to:

- 43.6.1 establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
- 43.6.2 participate in the workplace consultative processes, as appropriate;
- 43.6.3 follow the dispute settling procedure applicable in the workplace;
- 43.6.4 provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;
- 43.6.5 account for all time spent on authorised Union business;
- 43.6.6 when special leave is required, to apply for special leave in advance;
- 43.6.7 distribute Union literature/membership forms, under local arrangements negotiated between FRNSW and the Union; and
- 43.6.8 use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

43.7 Responsibilities of the Trade Union

Responsibilities of the Union are to:

- 43.7.1 provide written advice to FRNSW about a Union activity to be undertaken by a delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 43.7.2 meet all travelling, accommodation and any other costs incurred by the delegate, except as provided in paragraph 43.8.3 of subclause 43.8, Responsibilities of Workplace Management, of this Award;
- 43.7.3 provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management; and
- 43.7.4 assist the workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by FRNSW are used reasonably and properly.

43.8. Responsibilities of Workplace Management

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

- 43.8.1 release the ~~accredited~~ delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 43.8.2 advise the workplace delegate of the date of the next induction session for new Employees in sufficient time to enable the Union to arrange representation at the session;
- 43.8.3 meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 43.8.4 where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- 43.8.5 re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 43.8.6 where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off, to apply the provisions of paragraph 43.8.5 of this subclause;
- 43.8.7 to verify with the union the time spent by a Union delegate or delegates on Union business, if required; and
- 43.8.8 if the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

43.9 Right of Entry Provisions

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

43.10 Travelling and Other Costs of Trade Union Delegates

- 43.10.1 Except as specified in paragraph 43.8.3 of subclause 43.8, Responsibilities of Workplace Management, of this Award, all travel and other costs incurred by Union delegates in the course of Union activities will be paid by the Union.
- 43.10.2 In respect of meetings called by the workplace management in terms of paragraph 43.8.3 of clause 43.8, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 24, Travelling Time and Fares, and 25, Travelling Expenses, of this Award.
- 43.10.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an Employee from FRNSW, in respect of Union activities covered by special leave or on duty activities provided for in this clause.

43.11 Industrial Action

- 43.11.1 There will be no victimisation of Employees prior to, during or following such industrial action.

43.12. Deduction of Trade Union Membership Fees

- 42.12.1 At the Employee's election, FRNSW will provide for the Employee's Union membership fees to be deducted from the Employee's pay and ensure that such fees are transmitted to the Employee's Union at regular intervals. Alternative arrangements for the deduction of Union membership fees may be negotiated between FRNSW and the Union.

8. Delete clause 44, Supplementary Labour, and insert in lieu thereof the following:

44. Contractor, Supplementary Labour and Outsourcing

44.1 Definitions

- 44.1(a) Contractors – persons who provide services to the Employer on a fee for service basis.
- 44.1(b) Supplementary Labour – labour sourced by FRNSW from providers to supplement its permanent workforce.
- 44.1(c) Project Work – work undertaken on limited duration projects.
- 44.1(d) Outsourcing – the engagement of external contractors or service providers to undertake work of existing employees.

44.2 Use of Contractors and Supplementary

- 44.2(a) FRNSW will use direct permanent employment as the preferred labour option within the organisation.
- 44.2(b) Contractors and Supplementary Labour may be used in circumstances including, but not limited to:
 - (i) when specialist skills are required or where there is a need to work on specialist equipment;
 - (ii) where there are non-core skills and/or work to be performed;
 - (iii) where there are limited duration projects;
 - (iv) where there are warranty obligations that require external parties to undertake work;
 - (v) during special events; or
 - (vi) in the event of an emergency to address an immediate need.
- 44.2(c) Where it is proposed by FRNSW to reduce staffing levels in a work group in which permanent Employees and Contractors and/or Supplementary Labour are engaged to undertake the same ongoing work, priority will be given to reducing Contractors and Supplementary Labour prior to abolishing permanent positions. If the Unions have any concerns about the application of this clause it can be raised in the consultation process referred to in clause 37a (Consultation).

44.3 Outsourcing

- 44.3(a) Where FRNSW proposes to outsource work undertaken by existing Employees at the time of outsourcing, FRNSW will:
 - (i) Consult with relevant parties to this Award;
 - (ii) Provide reasons for the proposal to outsource;
 - (iii) Provide full details of the work to be outsourced;
 - (iv) Provide details of the numbers of Employees affected by the proposal to outsource; and
 - (v) Provide proposed timeframes for the outsourcing to take place.

44.4 Safety

- 44.4(a) Contractors and Supplementary Labour will be required to comply with relevant FRNSW safety specifications and undertake site inductions.

44.5 Disputes

- 44.5(a) Where disputes arise about the use of Contractors and Supplementary Labour or outsourcing, these matters will be dealt with in accordance with clause 37 (Grievance and Dispute Resolution Procedures).
- 44.5(b) Contractors and Supplementary Labour are not bound by the terms of this Award, however, they are still required to adhere to FRNSW policies and comply with workplace obligations as set out by FRNSW.

9. Delete clause 48, Area, Incidence and Duration, and in lieu thereof insert the following:

48. Area, Incidence and Duration

- 48.1 The Crown Employees (Fire and Rescue NSW Tradespersons) Award 2022 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2021 published 19 November 2021 (390 I.G. 1037).
- 48.2 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.
- 48.3 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire and Rescue NSW.
- 48.4 The term of this Award is 3 July 2022 until 2 July 2024 and will remain in force thereafter until rescinded.
- 48.5 Increases in the columns dated 3 July 2023 and 1 July 2024 expressed in Tables 1, 2 and 3 shall apply on and from the first full pay period to commence on or after the identified date.
- 48.6 The rates for 2022 in Tables 1, 2 and 3 are for historical purposes.
10. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 5, Rates of Pay	3/07/2022	3/07/2023	1/07/2024
	Historical Rate	4.00% Increase per week	3.00% Increase per week
Classification	\$	\$	\$
(a) Electrical Department - Automotive Electrical	1194.70	1242.50	1279.80
Battery Fitter	1194.70	1242.50	1279.80

Electrical Fitter	1198.10	1246.00	1283.40
Trades Assistant (Electrical Department)	959.20	997.60	1027.50
Labourer-General (Electrical Department)	772.70	803.60	827.70
(b) Workshops Department - Blacksmith/Welder	1131.60	1176.90	1212.20
Bodymaker	1119.90	1164.70	1199.60
Draughtsperson			
- 1st year	1194.70	1242.50	1279.80
- 2nd year	1216.70	1265.40	1303.40
- 3rd year	1238.80	1288.40	1327.10
- 4th year	1261.10	1311.50	1350.80
- thereafter	1295.70	1347.50	1387.90
Welder	1131.60	1176.90	1212.20
Fitter and/or Turner	1089.10	1132.70	1166.70
Motor Mechanic	1119.90	1164.70	1199.60
Motor Trimmer	1119.90	1164.70	1199.60
Painter (Vehicle)	1119.90	1164.70	1199.60
Panel Beater	1119.90	1164.70	1199.60
Signwriter (Vehicle)	1089.10	1132.70	1166.70
Trades assistant (Mechanical Workshops)	925.60	962.60	991.50
Labourer - General (Mechanical Workshops)	772.70	803.60	827.70
(c) Boot Factory - Bootmaker	1080.70	1123.90	1157.60
(d) Building Maintenance Department - Draughtsperson Building services			
- 1st year	1194.70	1242.50	1279.80
- 2nd year	1216.70	1265.40	1303.40
- 3rd year	1238.80	1288.40	1327.10
- 4th year	1261.10	1311.50	1350.80
- thereafter	1295.70	1347.50	1387.90
Plumber	1131.60	1176.90	1212.20
Bricklayer	1119.90	1164.70	1199.60
Carpenter	1119.90	1164.70	1199.60
Painter	1119.90	1164.70	1199.60
Plasterer	1119.90	1164.70	1199.60
Labourer - Builders	1099.90	1143.90	1178.20
(e) Cleaner -	991.10	1030.70	1061.60
Stores Assistant	1043.70	1085.40	1118.00
Sailmaker	1089.10	1132.70	1166.70
(h) Hose Repair Department - Hose Assembler and Repairer	1034.50	1075.90	1108.20
COMMUNICATION SECTION			
	3/07/2022 Historical Rate	3/07/2023 4.00% Increase per week	1/07/2024 3.00% Increase per week
	\$	\$	\$
Electronic Technician			

- 1st year				1541.50	1603.20	1651.30	
- 2nd year				1587.90	1651.40	1700.90	
- 3rd year				1616.30	1681.00	1731.40	
- 4th year				1650.50	1716.50	1768.00	
Instrument Maker				1362.40	1416.90	1459.40	
Radio Mechanic				1300.80	1352.80	1393.40	
Telephone Mechanic				1300.80	1352.80	1393.40	
Electronic Tradesperson				1494.20	1554.00	1600.60	
Electrical Mechanic				1300.80	1352.80	1393.40	
Trades Assistant				1044.90	1086.70	1119.30	
Fire Vehicle Repairer							
Level	Classification	3/7/2022 Historical (not including Clause 20. FEA)	3/7/2022 Historical (including Clause 20. FEA)	3/7/2023 (+4.00%) (not including Clause 20. FEA)	3/7/2023 (+4.00%) (including Clause 20. FEA)	3/7/2024 (+3.00%) (not including Clause 20. FEA)	1/7/2024 (+3.00%) (including Clause 20. FEA)
Level 1	Fire Vehicle Repairer	A – 1318.00	AA – 1406.70	A – 1370.70	AA – 1462.90	A – 1411.80	AA – 1506.80
Level 2	Fire Vehicle Repairer	B – 1383.90	BB – 1472.60	B – 1439.20	BB – 1531.40	B – 1482.40	BB – 1577.40
Level 3	Fire Vehicle Repairer	C – 1449.80	CC – 1538.50	C – 1507.80	CC – 1600.00	C – 1553.00	CC – 1648.00
Level 4	Fire Vehicle Repairer	D – 1515.70	DD – 1604.40	D – 1576.30	DD – 1668.50	D – 1623.60	DD – 1718.60
Apprentices				3/07/2022 Historical Rate \$	3/07/2023 4.00% Increase \$	3/07/2024 3.00% Increase \$	
- 1st year				527.80	548.90	565.40	
- 2nd year		(Rate = 2nd Year + NT FEA)		760.00	790.40	814.10	
- 3rd year		(Rate = 3rd Year + NT FEA)		955.10	993.30	1023.10	
- 4th year		(Rate = 4th Year + NT FEA)		1091.10	1134.70	1168.70	
Adult		(Rate = Adult + NT FEA)		1091.10	1134.70	1168.70	

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables

Item	Clause 12, Additional Wage Rates	3/7/2022 Historical Rate \$	3/7/2023 4.00% Increase \$	1/7/2024 3.00% Increase \$
1	12.1 Electricians: An electrician who is the holder of A Grade Licence (per week)	52.80	54.91	56.56
	B Grade Licence (per week)	28.60	29.74	30.63
2	20.10 Roof work (per hour)	1.04	1.08	1.11

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire

Equipment Allowance.

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Table 2 - Other Rates and Allowances

From the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 3 – Allowances

From NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	3/7/2022 Historical Rate \$	3/07/2023 4.00% Increase \$	1/07/2024 3.00% Increase \$
1	Team Leader Allowance (per week)	198.20	206.13	212.31
2	Heavy Vehicle Inspectors Allowance (per day)	2.44	2.54	2.62

Table 3A: On Call Allowance

Item	ALLOWANCES	3/7/2022 Historical Rate \$	3/07/2023 4.00% Increase \$	1/07/2024 3.00% Increase \$
1	On Call Allowance – Monday to Friday (per day)	23.49	24.43	25.16
2	On Call Allowance – Saturday, Sunday & Public Holidays (per day)	36.32	37.77	38.90

Table 3B: On Call Allowance applicable only to FVRs

Item	ALLOWANCES	3/07/2022 Historical Rate \$	3/07/2023 4.00% Increase \$	1/07/2024 3.00% Increase \$
1	On Call Allowance - Monday to Friday (per day)	43.00	44.72	46.06
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	86.05	89.49	92.17

Item	Clause 13, SPECIAL RATES	3/07/2022 Historical Rate \$	3/07/2023 4.00% Increase \$	3/07/2024 3.00% Increase \$
1	20.1.1 Confined Spaces	1.04	1.08	1.11
2	20.3.1 Height Pay - 7.5 metres	0.98	1.02	1.05
3	20.3.1 Height Pay - every metre beyond 7.5m	0.30	0.31	0.32

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 18, TOOL ALLOWANCES	3/7/2022 Historical Rate \$	3/07/2023 Current \$	1/07/2024 3.00% Increase \$
1	Bodymaker	35.40	35.40	36.46
2	Motor Mechanic	35.40	35.40	36.46
3	Painter (Vehicle)	8.70	8.70	8.96
4	Panel Beater	35.40	35.40	36.46
5	Automotive Electrician	35.40	35.40	36.46
6	Electronic Technician	22.10	22.10	22.76
7	Instrument Maker	22.10	22.10	22.76
8	Radio Mechanic	22.10	22.10	22.76
9	Telephone Mechanic	22.10	22.10	22.76
10	Fitter	35.40	35.40	36.46
11	Electronic Tradesperson	22.10	22.10	36.46

Item	Apprentices	3/7/2022 Historical Rate \$	3/07/2023 Current \$	1/07/2024 3.00% Increase \$
1	Motor Mechanic	35.40	35.40	36.46
2	Automotive Electrician	35.40	35.40	36.46
3	Fitter	35.40	35.40	36.46
4	Electronic Technician	22.10	22.10	22.76

* Increases in the Tool Allowance will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

Item	Clause 20, FIRE EQUIPMENT ALLOWANCE	3/7/2022 Historical Rate	3/7/2023 4.00% Increase Per week	1/07/2024 3.00% Increase Per week
		\$	\$	\$
1	Fire Equipment Allowance (FEA) - Trades**	88.70	92.20	94.97
2	Fire Equipment Allowance (FEA) - Non Trades	66.20	68.80	70.86

** At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE *	3/7/2022 Historical Rate Per meal \$	3/07/2023 Increase Per meal \$	1/07/2024 3.00% Increase Per meal \$
1	After 1½ hour overtime	17.00	17.00	17.51
2	Each 4 hours thereafter	14.60	14.60	15.04

Item	Clause 24, TRAVELLING TIME AND OTHER FARES *	3/7/2022 Historical Rate	3/07/2023 Increase	1/07/2024 3.00% Increase
1	Other than Builders' Labourers	27.49	27.49	28.31
2	Employer providing transport	10.95	10.95	11.28

Item	Clause 33, INSURANCE OF TOOLS *	3/7/2022 Historical Rate	3/07/2023 Increase	1/07/2024 3.00% Increase
1	Maximum claim for loss of tools	2049.00	2049.00	2110.50

*Increases in meal allowance, travelling time and other fares and insurance of tools will be based upon increases expressed in the Crown Employees (Skilled Trades) Award. These amounts will be administratively adjusted when the Crown Employees (Skilled Trades) Award increases.

11. The variation to clause 48.1 has effect from 3 July 2022; the variation to cl 48.5 and Tables 1, 2 and 3 have effect from 1 July 2024; all other variations to the Award have effect from 13 May 2025.

J. McDONALD, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

12 May 2025

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 19 May 2025 and 15 June 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

For pay periods commencing between 21 April 2025 and 18 May 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.11
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.16
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.16
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.16
Rigid-carrying capacity over 14 tonnes or more	\$0.21
Single Axle Prime Mover	\$0.21
Bogie Axle Prime Mover	\$0.25

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 19 May 2025 and 15 June 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.10
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.10
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.10
Rigid-carrying capacity over 14 tonnes or more	\$2.69
Single Axle Prime Mover	\$2.70
Bogie Axle Prime Mover	\$3.28

For pay periods commencing between 21 April 2025 and 18 May 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.24
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.24
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.24
Rigid-carrying capacity over 14 tonnes or more	\$2.87
Single Axle Prime Mover	\$2.88
Bogie Axle Prime Mover	\$3.50

3. This variation will take effect on 19 May 2025.

J. McDONALD, *Commissioner*

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