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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.

(1944)

SERIAL C10143

HEALTH EMPLOYEES' TECHNICAL OFFICER TO HOSPITAL SCIENTIST CONVERSION INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(Case No. 59706 of 2025)

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 date of publication.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10150	29 June 2026	7 May 2026	299, Part 5	1046

AWARD

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Preamble.

This award is made by consent as an interim resolution of a dispute under sections 10 and 136(2) *Industrial Relations Act* 1996 (**IR Act**) about the correct interpretation of the classification of ‘Hospital Scientist’ within the Hospital Scientists (State) Award 2023 (**Hospital Scientists Award**), and separately as to whether it ought to be varied. This Award is made on the basis that it is not taken to prejudice either party’s position in respect of that dispute, in the event that the underlying issue cannot be resolved through broader award negotiations.

Definitions

‘**Employer**’ means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW.

‘**Health Service**’ means a Local Health District constituted within the meaning of s.8 of the *Health Services Act* 1997, a Statutory Health Corporation within the meaning of s.11 of that Act, and an Affiliated Health Organisation within the meaning of s.13 of that Act, as amended or varied from time to time.

‘**Union**’ means the Health Services Union (NSW Branch).

‘**Technical Officer**’ means a person employed in the NSW Health Service under s.115(1) of the *Health Services Act* 1997 as Technical Officers or Senior Technical Officers under the *Health Employees’ Technical (State) Award 2023*, as amended or varied from time to time.

‘**Requisite Science Qualification**’ means:

- (A) the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1973); or
- (B) a degree in science at Australian Qualifications Level 7 with subjects or a major predominantly relevant to pathology or, if employed in a non-pathology area, to the position to be employed in; or
- (C) a degree in science at Australian Qualification Level 7 with subjects or a major partially relevant to pathology or, if employed in a non-pathology area, the position employed in, and 2 years’ of experience as a Technical Officer or Hospital Scientist; or
- (D) a degree in Science at Australian Qualifications Level 7 and 3 years’ of experience as a Technical Officer or Hospital Scientist; or

- (E) a qualification which has been assessed by the body appointed by the Commonwealth government to assess qualifications for skilled migration visas as meeting the qualification requirement of Medical Scientist ANZ234611; or
- (F) such qualifications and experience as the employer deems equivalent.

Application

1. This Award shall apply to Technical Officers, the Employer and the Union.

Transition Committee

2. A peak level statewide Transitional Committee consisting of an equal number of Employer and Union representatives is to be established within a month of this Award being made unless otherwise mutually agreed between the parties.
 - a. The Employer and the Union are to have the right to select their representatives however the representatives (other than those exercising an administrative function, who will not hold a vote) must hold appropriate scientific qualifications and be classified as a Senior Hospital Scientist or Principal Hospital Scientist or equivalent.
 - b. Where no Senior or Principal Hospital Scientist is available to sit on the Transitional Committee, a Hospital Scientist- with at least 8 years' experience as a Hospital Scientist- may sit on the Transitional Committee with agreement from the Employer and Union. Agreement will not be unreasonably withheld.
 - c. An employee of the Union may attend as an observer if requested by a member of the Transitional Committee. Any such observer is not to participate in or interfere with the conduct of the Transitional Committee.

Conversion. Request Criteria

3. A Technical Officer who:
 - a. holds a requisite science qualification; and
 - b. agrees to undertake the duties of a Hospital Scientist as determined by the Employer from time to time; and
 - c. has been employed by the Employer as a Technical Officer for at least 6 months,may make a written request to the Employer to have their classification converted to a Hospital Scientist as contained within the Hospital Scientists Award (**conversion request**).

Request. Requirements

4. The Technical Officer will provide a completed conversion request application form, a copy of their degree certificate and academic transcript, evidence of their work experience and their written agreement to perform Hospital Scientist duties.

Entitlement. & Refusal

5. A Technical Officer, who makes a valid conversion request under clause 3, is entitled to reclassification as a Hospital Scientist unless:
 - a. the Employer establishes it is fair and reasonable in all the circumstances to refuse the conversion request; or
 - b. the Technical Officer fails to provide the information required under clause 4.

Conversion. Date

6. If the Employer accepts a conversion request, the Technical Officer's classification will be converted to a Hospital Scientist effective the date the conversion request was made.

Notification. of Refusal

7. In the Event that the Employer Refuses the Request on the Basis Set Out in Clause 5:
- the notification must include its reasons for doing so, including the basis upon which it has concluded that it is fair and reasonable to refuse the request; and
 - the notification, and covering email, must clearly inform the Technical Officer of their right to refer the request to the Transitional Committee and take advice from the Union or such other representative the Technical Officer may choose.

Referral. to Transitional Committee

8. Within 1 calendar month of a refusal on the basis set out in clause 5 being communicated to a Technical Officer in accordance with clause 7, the Technical Officer or Union may refer the request to a Transitional Committee constituted in accordance with clause 2 to determine whether the refusal was fair and reasonable in all the circumstances.

Deemed. Referral to Transitional Committee

9. Subject to clause 18, if the Employer does not make a decision in respect of a conversion request and communicate that decision to the Technical Officer who made the request by the date 1 calendar month after the request, the request will be taken as referred to the Transitional Committee on that date.

Transitional. Committee Convening

10. Within 1 calendar month of a conversion request being referred to the Transitional Committee under clause 8 or 9, the Transitional Committee will be convened by the Employer to determine whether the refusal was fair and reasonable in all the circumstances.

Decisions. of Transitional Committee

11. A decision of the Transitional Committee under clause 10 is to be by majority.

Notification. of Dispute to Irc

12. The Employer, Union or the Technical Officer may notify a dispute to the Industrial Relations Commission for determination as to whether the Employer's refusal of a conversion request was fair and reasonable in all the circumstances if the Employer, Union or the Technical Officer disagrees with the decision of the Transitional Committee.

Time. for Notification to be Made

13. A notification to the Industrial Relations Commission under clause 12 may be made within 1 calendar month of the decision of the Transitional Committee under clause 10.

Deemed. Conversion Where No Decision

14. Subject to clause 18, in the event that the Transitional Committee does not make a decision within 1 calendar month of the Transitional Committee being required to convene under clause 10, 14 days after that date the Technical Officer will be deemed converted to Hospital Scientist effective the date of the request being made, unless the Employer notifies the matter to the Industrial Relations Commission or the Technical Officer withdraws their conversion request within that 14 day period.

Deemed. Conversion Where No Notification to Irc

15. If:
- a. the Transitional Committee decides that the Employer's refusal of a conversion request was not fair and reasonable in all the circumstances; and
 - b. no notification to the Industrial Relations Commission is made within the period specified in clause 13;
- then the Technical Officer will be deemed converted to a Hospital Scientist effective the date the conversion request was made.

Date. of Conversion Where Irc Determines

16. If a notification is made to the Industrial Relations Commission in accordance with clauses 13 or 14, and the Commission determines that the Employer's refusal of a conversion request was not fair and reasonable in all the circumstances, then the Technical Officer will be converted to a Hospital Scientist effective the date the conversion request was made.

Refused. Requests and Delay of Further Requests

17. If the Employer refuses a conversion request and:
- a. no referral to a Transitional Committee is made in accordance with clause 8; or
 - b. the Transitional Committee decides that the Employer's refusal of a conversion request was fair and reasonable in all the circumstances and no notification to the Industrial Relations Commission is made within the period specified in clause 13 ; or
 - c. a notification is made to the Industrial Relations Commission in accordance with clauses 12, 13 and 14, and the Commission determines that the Employer's refusal of a conversion request was fair and reasonable in all the circumstances,
- then:
- d. the Technical Officer will not be converted to a Hospital Scientist; and
 - e. the Technical Officer is prohibited from making a further conversion request unless:
 - i. the nature of their employment, including the duties required of them, materially changes; or
 - ii. 12 months has passed since the date of the decision of the Transitional Committee.

Agreed. Extensions of Time

18. When dealing with a request, the Technical Officer and the Employer may agree to alter any of the timeframes specified in clauses 8, 9, 10, 13 and 14. Such agreement will be in writing.

Matters. Potentially Relevant to Refusal

19. Matters which are potentially relevant to whether the Employer's refusal of a conversion request was fair and reasonable in all the circumstances include, but are not limited to:
- a. the particular nature of the science qualification held by the employee;
 - b. any gender disparity in pay within the laboratory or area worked, if any disparity exists;

- c. any effect on the Employer's ability to attract and retain skilled staff in the laboratory or area worked, where there are attraction and retention issues;
- d. the nature of the laboratory or area worked, and the nature and volume of work performed where the employee currently works including duties performed by staff in the laboratory or area worked, technology and equipment used;
- e. the experience, skills, training and other qualifications of the employee;
- f. the performance of the employee;
- g. the employee's work experience and duration of the employment; and/or
- h. the staffing numbers and skills mix in the laboratory or area where the employee currently works.

Matters. Not to be Relied on for a Refusal

20. In justifying any refusal to convert an employee, the Employer cannot rely on an employee:
- a. having not been offered or having not performed particular duties, or
 - b. not holding a competency because they have not had the opportunity to obtain it,
- as a reason for refusing a request to convert to Hospital Scientist.

Amendment. of Award to Give Effect to Decisions

21. Subject to section 17 and pursuant to section 136(1)(b) of the IR Act, the Schedules to this Award will be varied by the Commission as part of the determination of any disputes determined by the Commission in accordance with this Award.

Withdrawal. of Requests

22. A Technical Officer may withdraw a conversion request at any time.

Implementation. Process

23. The Employer will develop processes for implementation of this interim award to:
- a. inform Technical Officers of this Award and the process, procedure and form for making a conversion request;
 - b. identify categories of employees who may require additional support to make a request for reclassification due to career disadvantage that may be associated with possibly race, geography, sexuality, gender, marital status, disability, language barriers, age and responsibilities as a carer;
 - c. offer, and where appropriate, provide additional support to those employees to make a request to be reclassified;
 - d. establish an alternative pathway for applications to be made other than to the employees' direct line manager;
 - e. inform Technical Officers they may withdraw their conversion request at any time;
 - f. provide new employees engaged as a Technical Officer with information about this Award and the process for making a conversion request; and
 - g. consult with the Union regarding the above.

Application. Form to be Agreed & Content of Form

24. The application form referred to in clause 4 and 23.a. must be agreed between the Union and the Employer. The content of that form is prescribed by Schedule C to this Award.

Employees. Not to be Worse Off

25. Employees will not be worse off by reason of this Award, in that:
- a. the conversion of a Technical Officer to a Hospital Scientist by way of this Award will be subject to a transitional arrangement; and
 - b. the transitional arrangement will be as such to ensure there is no detriment to the Technical Officer in them converting to a Hospital Scientist in respect of rate of pay.

Dispute. Resolution

26. The dispute resolution procedures contained in the *Health Employees Conditions of Employment (State) Award 2023*, as varied or replaced from time to time, shall also apply to relevant employees.

Commencement. and Nominal Expiry

27. This Award commences from 2 months after the day it is made, will nominally expire 12 months after commencement and prevail to the extent of inconsistency with other awards.

Award. to be Reviewed

28. Prior to the nominal expiry, this Award will be reviewed by the Industrial Relations Commission.

Union. Not to Pursue Particular Disputes

29. The Union will not commence or continue any dispute pursuant to section 130 of the IR Act regarding the proper interpretation of the "Hospital Scientist" classification within the Hospital Scientists Award during the nominal term of this Award.

Employer. Not to Withdraw, Alter Or Withhold Duties

30. The Employer will not withdraw, alter or withhold an employee's duties to avoid reclassification in accordance with this interim Award.

No. Prevention of Direct Hire as Hospital Scientists

31. Nothing in this interim award prevents an employee being hired directly as a Hospital Scientist in accordance with the Hospital Scientist Award.

Classification. Attached to Person Not Position

32. Where the Technical Officer's classification is converted to a Hospital Scientist, the classification is attached to the employee, not the position.

Backdating. of Early Applications

33. Where a request is made pursuant to clause 3 of this Award within 1 month of the Award's commencement, and the employee converts to a Hospital Scientist, the effective date of the conversion will be backdated to 1 month prior to the request being made.

Schedule A - Employees determined to be Hospital Scientists

Name	Date of decision
Rami Mekasi	7 May 2026

Schedule B - Employees determined to be Technical Officers

Name	Date of decision
Sinead Davidson	2 April 2026
Nilay Shah	2 April 2026

Schedule. C - Allowable content of application form

- Name:
- Assignment number:
- Date of conversion request:
- Current FTE:
- Cost centre (if known):
- Current classification (including grade and year increment e.g. Technical Officer Grade 2 Year 3):
- Location of work (including laboratory and department):
- Area of work (e.g. microbiology):
- Qualification/s (including name, university and year completed):
- Copy of qualification certificate and transcript attached:
- Where relevant to requisite science qualification, memberships or assessments of professional bodies (certificate or letter attached):
- Experience relevant to classification/relevant science qualification:

Date of commencement with NSW Health as a Technical Officer:

Date and location/area of work as a Technical Officer (or above):

Statement of service, statutory declaration or similar evidence attached for positions outside of NSW Health:

- Agreement to perform the duties of a Hospital Scientist as determined by the Employer and, if available to the employee, the relevant Hospital Scientist position description:
- Other information the employee would like to add in support of their conversion request:
- Additional further information as agreed between the Union and Employer.

M. WELCH, *Industrial Registrar*

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(1420)

C10171

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Case No. 175055 of 2026)

Correction to Serial No. C10163 published 29 June 2026 (Vol. 399, Part 5 I.G. Pg. 1047)

CORRECTION

1. Delete arrangement of the award published 29 November 2024 and insert in lieu thereof the following:

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Extended Leave
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
20A.	Leave related to Miscarriage and Fertility Treatment
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
24.	Domestic and Family Violence Leave
24A.	Leave for Matters Arising from Domestic and Family Violence
24B.	Leave for Employees Providing Support to People Experiencing Domestic and Family Violence
25.	Study Time and Examination Leave
26.	Travelling Time Compensation
27.	Overtime
28.	Performing Higher Duties
29.	Allowances and Loadings
30.	Secure Employment Test Case - WHS Obligations

31. Grievance and Dispute Resolution

2. Delete all mentions of “position” and insert in lieu thereof “role”
3. Delete all mentions of “recreation leave” and insert in lieu thereof “annual leave”
4. Delete all mentions of “permanent” and insert in lieu thereof “ongoing”
5. Delete second paragraph of Clause 3, Aims of the award and insert in lieu thereof the following:

“These are: Fairness – Acting fairly and inspiring trust. Integrity – Promoting integrity in the public sector while modelling it ourselves. Accountability – Being accountable to the public and each other. Tenacity – Showing tenacity and professionalism.”

6. Delete in Clause 4 Communication and Consultation, mention of “three Executive representatives” and insert in lieu thereof: up to three Executive representatives
7. Delete in Clause 4., definition of Other committees and insert in lieu thereof the following:

Other committees - The Health, Safety and Equity Committee report to the Chief Commissioner through the Executive Director, Corporate Services. The Executive Director, Corporate Services will ensure that this committee is appropriately structured and operates in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.

8. Delete Clause 5 sub paragraph 5., and insert in lieu thereof:

Table 2 of Schedule 1 shows the salaries of Investigation Division roles that receive overtime and/or incidents allowances as detailed in clauses 27(5) and 29(5) of this Award.

9. Delete Clause 5 subparagraphs 8 and 9, and insert in lieu thereof:

(8) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 4.0 per cent from the first full pay period on or after 1 July 2024, 3.0 per cent from 1 July 2025 and 3.0 per cent from 1 July 2026.

10. Delete Clause 6 subclause 4 and insert in lieu thereof:

(4) The basis of employment in the Commission is ongoing (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.

11. Delete Clause 6 subclause 5 and insert in lieu thereof:

(5) The Commission may engage employees other than ongoing employees. These employees may be casual, fixed term or secondees and will be engaged when:

- (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
- (b) a role is vacant because an employee is on approved leave of absence.

12. Delete Clause 6, subclause 9 and insert in lieu thereof:

(9) Subject to section 104 of the *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW Government Employers.

13. Delete Clause 8(2) and insert in lieu thereof:

- (2) The CCG will monitor the operation of the Commission's Training and Development policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

14. Delete Clause 9 and insert in lieu thereof:

9. Redundancy and Redeployment

Staff are covered by the provisions of the ICAC's Managing Excess Employees Policy, which outlines the options and processes for redundancy and redeployment.

15. Delete Clause 10, subclause 4 and insert in lieu thereof:

- (4) If conditions of employment for staff of the Commission are not covered by this Award, then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award or any replacement award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Variations in conditions, such as those for Surveillance Officers, are addressed through internal policy at ICAC.

16. Delete Clause 10, subclause 5 and insert in lieu thereof:

- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions.

17. Delete Clause 11, subclause 1 and insert in lieu thereof:

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's internal policy as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.

19. Delete Clause 11, subclause 2 and insert in lieu thereof:

- (2) Purpose - to improve organisational performance and to provide employees with flexibility in arranging working hours.

18. Delete Clause 11(5) and insert in lieu thereof:

- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance Officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in internal policy at ICAC.

19. Delete Clause 11(11) and insert in lieu thereof:

- (11) Meal break – Minimum of 30 minutes every 5 hours. Conditions specific to Surveillance Officers, including meal breaks and meal allowance eligibility, are managed through internal policy at ICAC.

20. Delete Clause 11(13) and insert in lieu thereof:

- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours).

21. Delete Clause 11(14) and insert in lieu thereof:

- (14) Carry over credit at end of Flex Period - up to 42 hours.

22. Delete Clause 11 (16) and insert in lieu thereof:

- (16) Flex Leave that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.

23. Delete Clause 11(17), (18), and (19) and insert in lieu thereof:

- (17) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (18) Where a staff member has accrued 6 weeks annual leave (over 30 days), unless otherwise authorised by their Director, flex leave, including flex leave can only be taken in situations where at least one day of annual leave has been applied for and approved within the flex period. If however, annual leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

24. Delete Clause 12(2)(a) and insert in lieu thereof:

- (a) Ongoing Part-time Employment - enables staff to work hours which are less than the full-time weekly hours of their role.

25. Delete Clause 12(2)€ and insert in lieu thereof:

- (e) Working at home –
- i. Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor.
 - ii. In the event of extreme weather or disruption including transportation, staff may be permitted to work from home that day and a decision will be made early by the Chief Commissioner or their delegate. If such a declaration occurs, it will not affect whatever arrangement the staff has day to day regarding working from home.

26. Delete Clause 12A and insert in lieu thereof:

12A. Lactation Breaks

This clause applies to lactating employees who seek to breastfeed and/or express milk while at work. Lactation breaks are provided for breastfeeding, expressing milk and associated activities such as labelling and storing of milk and cleaning of equipment. Lactation breaks are necessary to maintain employee wellbeing and to ensure an adequate milk supply for the child.

- (1) Lactation breaks are in addition to any other rest period and meal break as provided for in this award.
- (2) Full-time employees or part-time employees working more than 4 hours per day are entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day (or per shift).
- (3) Part-time employees working 4 hours or less on any one day are entitled to one paid lactation break of up to 30 minutes on any day so worked.

- (4) A flexible approach to lactation breaks is taken by mutual agreement between the employee and the manager. An employee's request for flexibility regarding lactation breaks will be supported as far as possible and not unreasonably refused. Lactation breaks may be joined with another paid break or part thereof to provide for a longer lactation break, or the total lactation break of 60 minutes (full time equivalency) may provide for 3 or more shorter breaks. This flexibility recognises the differing breastfeeding requirements for employees as their child develops. Arrangements for breaks should be reviewed at agreed intervals to ensure appropriate balance is maintained between the employee's needs and operational requirements.
 - (5) Employees will have access to a suitable, private space for the purpose of breastfeeding or expressing milk.
 - (6) Where practical, the minimum requirements would include:
 - a private and hygienic space which is suitably signed
 - comfortable seating, a table, access to power point and storage for equipment
 - access to refrigerator and facilities for washing hands and equipment
 - (7) Where it is not practicable to provide these facilities on site, reasonable alternatives should be discussed and agreed between the employee and their manager.
 - (8) Employees who experience difficulties transitioning from home-based breastfeeding to the workplace are afforded time and access to resources in the workplace in paid time. Employees may access sick leave or flexible working hours provisions as required to seek advice or treatment from external services, such as the Australian Breastfeeding Association Helpline of NSW Health.
27. Delete in Clause 15, mention of recreation leave, and replace with annual leave.
28. Delete Clause 15 and insert in lieu thereof:

15. Extended Leave

- (1) The ICAC extended leave entitlements are:
 - (a) Extended leave (EL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. EL may be taken at half pay.
 - (b) EL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) EL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) EL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's EL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) EL on Double Pay - A staff member with an entitlement to EL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, e.g. annual leave, sick leave and EL will accrue at the single time rate where a staff member takes EL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take EL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of EL will be paid and not debited from a staff member's EL entitlement. In respect of public holidays that fall during a period of double pay EL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for EL purposes - The following service with public sector agencies may count for EL purposes, depending on the agency:
 - (a) ongoing and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*, including those recognised in Schedule 1 and Schedule 2 of the Regulation. This generally includes service with the NSW public sector, and may also include service with certain Commonwealth and interstate agencies, where such service is recognised under clause 6 of Schedule 2.
 - (c) where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for EL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

29. Delete Clause 16(2)(a) and insert in lieu thereof:

- (a) Compassionate grounds, such as the death or illness of a family member or a member of the staff member's household including organising and attending to funeral arrangements;

30. Delete Clause 16(2)(g) and insert in lieu thereof:

- (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a local government council.

32. Delete Clause 16(5) and insert in lieu thereof:

- (5) A family member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,

- (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
- (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
- (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.

31. Delete Clause 20 and insert in lieu thereof:

20. Parental Leave

The following table summarises the entitlements in this section. This table must be read with the relevant clauses. If there are inconsistencies, the provisions in the relevant clause will prevail.

Summary of parental leave provisions

Leave	Paid leave	Unpaid leave	Total leave
Parental Leave	14 weeks for a parent with caring responsibility associated with the birth, adoption, altruistic surrogacy, or ongoing placement arrangement of a child	38 weeks	52 weeks
Bonus Paid Parental Leave	2 weeks for single parents or when both parents have taken any Paid Parental Leave offered by their employers		2 weeks
Special Pre-Term Birth Leave	From birth to the end of 36 weeks' gestation for the parent with the caring responsibility of a child born before 37 weeks, then revert to full-term parental leave provisions		From birth to the end of 36 weeks
Leave for a Stillbirth (the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth)	14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth		14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth
Requests to extend leave or return part time		52 weeks	52 weeks

(1) For the purpose of this clause:

- (a) "Altruistic Surrogacy" means a surrogacy arrangement as defined in the Surrogacy Act 2010 (NSW) and must not be a commercial surrogacy arrangement.
- (b) "De facto partner" means a person who is the employee's partner and lives with them on a genuine domestic basis but is not legally married to the employee.

- (c) “Caring responsibility” means a person who meets the child’s physical needs, including feeding, dressing, bathing and otherwise supervising the child.
- (d) “Child” means:
 - (i) For birth-related leave, a child (or children from a multiple birth) of the employee, employee’s partner or employee’s legal surrogate.
 - (ii) For adoption-related leave, a child (or children) who the employee or the employee’s partner will adopt and is not the employee or employee’s partner’s child. The child (or children) is or will be under 18 years of age.
 - (iii) For ongoing placement arrangement-related leave, a child (or children) under 18 years, placed in the permanent care of the employee or the employee’s partner.
- (e) “Confirmation of placement letter” means a letter from the Department of Communities and Justice (DCJ) or their accredited designated agency that:
 - (i) confirms the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person who is subject to a legal order allocating parental responsibility to the Minister; or
 - (ii) confirms the employee is an authorised relative/kinship carer, authorised foster carer or other suitable person who is or will be providing continuous care on an ongoing basis for a child or young person for whom they hold parental responsibility under a legal order, including a guardianship order; and
 - (iii) confirms the start date of the placement.
- (f) Fertility treatment” means any of the following assisted reproductive technology treatments as defined in the Assisted Reproductive Technology Act 2007 (NSW) including but not limited to:
 - (i) intrauterine insemination (IUI)
 - (ii) in-vitro fertilisation (IVF)
 - (iii) intracytoplasmic sperm injection (ICSI)
 - (iv) Ovulation induction (OI).
- (g) “Full-term birth” means the birth of a live child from 37 weeks.
- (h) “Legal order” means an order made by the Children’s Court of NSW under the Children and Young Persons (Care and Protection) Act 1998 (NSW) including:
 - (i) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Interim Orders;
 - i. Short Term Court Order (STCO) allocating parental responsibility to the Minister, Relative/Kin or Non-Relative for a period of at least 12 months;
 - ii. Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Long Term Care to 18 years Final Order; or
 - iii. Guardianship Order.

For the purposes of this definition, a legal order made by the Federal Circuit and Family Court of Australia under the Family Law Act 19XX (Cth) includes a final order allocating parental responsibility to relative/kin or suitable person to 18 years provided that the Department of

Communities and Justice intervened as a party to the proceedings and the employee is an authorised carer eligible for the out-of-home care carer allowance.

- (j) “Legal surrogate” means the birth mother in a surrogacy arrangement as defined in the Surrogacy Act 2010 (NSW).
- (k) “Miscarriage” means a pregnancy that ceases before 20 weeks or where the number of weeks is unknown, or the baby weighed less than 400g.
- (l) “Ongoing placement arrangement” means the placement of a child or young person who is subject to a legal order of the Children’s Court of NSW or Federal Circuit and Family Court of Australia with an authorised foster carer, authorised relative/kinship carer or suitable person on an ongoing basis. Ongoing placements do not include informal arrangements or emergency, respite care or short-term care with a specified end date.
- (m) “Partner” means a spouse, de facto partner, former spouse or former de facto partner.
- (n) “Pre-term birth” means the birth of a live child before 37 weeks.
- (o) “Stillbirth” means the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth.

20.1 Paid Parental Leave

- (1) Employees are entitled to up to 14 weeks Paid Parental Leave if:
 - (a) they have or will have completed at least 40 weeks continuous service at the expected date of birth, adoption, altruistic surrogacy or ongoing placement, and
 - (b) they have or will have caring responsibility for the child (or children), or
 - (c) the employee is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.
- (2) Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.
- (3) Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.
- (4) Employees who are eligible for paid parental leave in accordance with 20.1.1 are entitled to an additional two weeks of Bonus Paid Parental Leave where both parents have exhausted any paid parental leave offered by their employer.
- (5) Employees who are single parents or whose partners do not have access to employer paid parental leave will be eligible for the full two weeks of bonus paid parental leave.
- (6) An employee is entitled to Bonus Paid Parental Leave, where it can be demonstrated that their partner:
 - (a) has or will have exhausted the paid parental leave provided by their employer, or
 - (b) has no access to employer paid parental leave.
- (7) A maximum of two employees (if both are working in the NSW Government Sector) can access Paid Parental Leave under this clause per birth, adoption, altruistic surrogacy or ongoing placement arrangement except in the event of an altruistic surrogacy where three employees (two intended parents and one surrogate are all employed in the NSW Government Sector) will be entitled to access Paid Parental Leave.

- (8). Where an employee takes paid parental leave in respect of an ongoing placement arrangement and later adopts, becomes the legal guardian or cares for the child (or children) or young person/s under a different legal order, the employee is not entitled to access a further period of paid parental leave in connection with the adoption, guardianship order or other legal order of the same child (or children).
- (9) In the event that an ongoing placement arrangement ceases, and the employee no longer has responsibility for the care of the child/children, the employee must notify the employer as soon as practicable. At the cessation of an ongoing placement, the remaining period of paid parental leave ceases. The Commission and employee should discuss alternative leave arrangements and/or a return-to-work date.

20.2 Unpaid Parental Leave

- (1) In addition, an employee is entitled to unpaid parental leave where:
 - (a) the employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement, and
 - (b) the employee has or will have responsibility for the care of the child that is born, adopted or placed in an ongoing placement arrangement, or
 - (c) the employee is a legal surrogate who gives birth.
- (2) Subject to this clause the employee shall be entitled to be granted unpaid parental leave as follows:
 - (a) For a pregnant employee, a period up to 9 weeks prior to the expected date of birth; and
 - (b) For all eligible employees, a further period of up to 12 months after the actual date of birth.
- (3) An employee on parental leave does not have to return to work to access a further period of parental leave.
- (4) Where an employee combines paid and unpaid parental leave, the total period of parental leave taken cannot exceed 12 months except where an employee has applied to extend their period of unpaid parental leave under cl. 20.12.

20.3 Calculation of Paid Parental Leave

- (1) Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.
- (2) Paid Parental Leave may be paid:
 - (a) in advance as a lump sum;
 - (b) fortnightly as normal;
 - (c) fortnightly at half pay; or
 - (d) as a combination of full and half pay.
- (3) A full-time ongoing or ongoing part-time employee who is on part-time leave without pay when they start parental leave is paid:
 - (a) at the full-time rate if they began part-time leave 40 weeks or less before starting parental leave; or

- (b) at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements during the 40 weeks; or
 - (c) at the rate based on the average number of weekly hours worked during the 40-week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- (4) An employee who commences a subsequent period of parental leave for another child within 24 months of commencing an initial period of parental leave will be paid:
 - (a) at the full-time or part-time rate, they received before starting the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before they took the initial leave if they have returned to work and reduced their hours during the 24-month period; or
 - (c) at a rate based on the hours worked before the subsequent period of leave if they have returned to work and not reduced their hours.

20.4 Concurrency of Paid Parental Leave

- (1) Employees can take all Paid Parental Leave concurrently except in circumstances where both parents are employed at the same workplace and operational requirements may prevent concurrent leave. In these instances, employees may take up to four weeks Paid Parental Leave concurrently with their partner. Employees may request to take more than four weeks Paid Parental Leave concurrently with their partner in accordance with clause 20.5.

20.5 Flexibility for Taking Paid Parental Leave

- (1) An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Commission will consider this request based on operational requirements and the employee's personal and family circumstances.
- (2) Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.
- (3) The Commission may refuse a request on reasonable grounds based on the effect on the Commission including but not limited to:
 - (a) that the new working arrangements requested would be too costly for the Commission;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (4) The Chief Executive Officer and Executive Director will consider and respond to the request in writing within 21 days.
- (5) If the Chief Executive Officer and Executive Director agrees to the employee's request to use their Paid Parental Leave entitlement in ways other than a single continuous period, the leave period must not

extend beyond 24 months of the date of birth, adoption, altruistic surrogacy or ongoing placement of the child. Any public holidays that fall during the leave will not extend the period of leave.

20.6 Other Accrued Leave in Conjunction with Parental Leave

- (1) An employee may take available recreation leave or extended leave during the parental leave period as long as it does not extend the total period of parental leave.
- (2) An employee may take available recreation leave at half pay with parental leave provided that:
 - (a) recreation leave at half pay is taken within the period of parental leave;
 - (b) the total period of parental leave is not extended beyond 24 months by the taking of recreation leave at half pay;
 - (c) the half-pay leave is converted to the full-time equivalent and treated as such for the purpose of accruing further recreation, extended and other leave at the full-time rate.

20.7 Pregnancy Related Illness and Alternative Duties

- (1) A pregnant employee who is sick during their pregnancy may take available paid sick leave, accrued recreation or extended leave, or sick leave without pay.
- (2) If a pregnant employee finds it difficult to perform their normal duties or there is a risk to their health or that of the unborn child, the Executive Director must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.
- (3) Safer alternative duties or adjustments include but are not limited to:
 - (a) having flexible working arrangements for when and where the employee performs their duties;
 - (b) changing duties temporarily;
 - (c) retraining;
 - (d) multiskilling;
 - (e) redesigning their role.
- (4) If a pregnant employee gives the Commission evidence that the employee is fit for work, but that it is inadvisable for the employee to continue in the employee's normal duties, and safe alternative duties or adjustments cannot reasonably be provided, the Commission must grant the employee paid no safe job leave until the end of the risk period, end of the employee's pregnancy or expected commencement of parental leave, whichever is the earliest.

20.8 Further Periods of Parental Leave

- (1) When an employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement while on parental leave, the employee is entitled to a further period of parental leave.
- (2) At the commencement of the new period of parental leave, any remaining unpaid parental leave from the former birth, adoption or ongoing placement arrangement ceases.
- (3) Any remaining paid parental leave from the former birth, adoption or ongoing placement arrangement may be retained but must be taken within 24 months of the former date of birth, adoption or altruistic surrogacy or placement of a child or children.

20.9 Leave for a Pre-Term Birth

- (1) When an employee or their partner has a pre-term birth (before 37 weeks), the parent with caring responsibility is entitled to paid Special Pre-Term Parental Leave. This applies from the date of birth to the end of 36 weeks. Where both parents are NSW Government Sector employees, only one parent may access the leave.
- (2) An employee is entitled to paid special pre-term parental leave if they have or would have, if not for the pre-term birth, completed 40 weeks continuous service at the expected date of birth.
- (3) Paid Special Pre-Term Parental Leave starts from the date of the pre-term birth at full pay and the employee must take it in one continuous block up to the end of 36 weeks.
- (4) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, special pre-term birth parental leave will cease, and an employee may commence parental leave in accordance with clause 20.1 and clause 20.2.
- (5) Where a pre-term child dies during a period of paid Special Pre-Term Parental Leave, the rest of that leave is replaced by up to 14 weeks' Paid Parental Leave in accordance with clause 20.1.
- (6) Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.
- (7) When accessing paid Special Pre-Term Parental Leave, the employee must notify the Executive Director as soon as practicable of:
 - (a) the amount of leave required; and
 - (b) which other types of leave (if any) will follow the period of Special Pre-Term Parental Leave, including all paid and unpaid leave that employees propose to take, have applied for, or will take.
- (8) To access paid Special Pre-Term Parental Leave, the employee may need to provide evidence, such as:
 - (a) a medical certificate showing the expected date of birth; or
 - (b) a statutory declaration or medical certificate confirming caring responsibility; or
 - (c) a medical certificate or a birth certificate showing the child's actual date of birth.

20.10 Leave for a Stillbirth

- (1) An employee who gives birth to a stillborn child has access to paid parental leave in accordance with clause 20.1 or may elect to take available sick leave.
- (2) Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

20.11 Leave Prior to an Adoption

- (1) In addition to the paid parental leave available at clause 20.1, an employee seeking to adopt a child is entitled to up to two days unpaid special adoption leave to attend interviews or examinations as are necessary as part of the adoption process.
- (2) An employee may also use accrued leave entitlements or flexible working arrangements to attend interviews or examinations. This includes recreation leave, extended leave and where applicable, family and community service leave.

20.12 Right to Request Extension of Unpaid Parental Leave and Part-Time Return to Work

- (1) To assist employees with parental responsibilities, an employee who has been granted parental leave in line with clause 20.1, Paid Parental Leave, can apply to the Chief Executive Officer to:
 - (a) extend Unpaid Parental Leave for a further continuous leave period of up to 12 months provided the unpaid parental leave does not extend beyond 24 months from the birth, adoption or ongoing placement of the child; and/or
 - (b) return from full-time parental leave to work part time until the child reaches school age (including the option to return to work on part-time leave without pay).
- (2) An employee intending to apply to return from parental leave part time (in line with clause 20.12.1) must write to the Chief Executive Officer as soon as practicable. An employee can give notice at any time up to four weeks before their proposed return or extension of leave, or later if the Chief Executive Officer agrees.
- (3) The Chief Executive Officer will consider the request and the employee's circumstances and respond in writing. The Chief Executive Officer can only refuse the request on reasonable grounds based on the effect on the workplace or the Chief Executive Officer's business. This could include:
 - (a) that the new working arrangements requested would be too costly for the Commission;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (4) An employee on parental leave may change the period of leave once without the consent of the Commission by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Chief Commissioner.
- (5) An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert to unpaid parental leave. This may be done once only, by providing a minimum of 4 weeks' notice (or less if the Commission agrees).

20.13 Returning to Work

- (1) An employee has the right to return to their former role if they have taken parental leave or returned to work part-time under right to request provisions, and they immediately resume duty after the approved leave or part-time work arrangement.
- (2) If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former position.
- (3) An employee does not have the right to their former role if they return to work part time. If the Executive Director approves an employee to return to work part time, the employee will be appointed to a role of the same grade and classification as their former role.

20.14 Notice Requirements

- (1) The Executive Director must inform employees of their entitlements and obligations under this section when it is made aware that an employee or their partner is pregnant, expecting a child through an altruistic surrogacy arrangement, is having a child placed with them as part of an ongoing placement arrangement or is adopting a child.
- (2) An employee who is an intended parent in an altruistic surrogacy arrangement must notify the Executive Director at least 8 weeks before the expected due date. The employee must give the Executive Director a copy of the pre-conception surrogacy altruistic surrogacy agreement. This agreement is provided for in the Surrogacy Act 2010 and can be redacted as necessary to protect non-employees' privacy.
- (3) To access parental leave, an employee must give the Executive Director written notice, eight weeks or as soon as practicable, before the expected start of their parental leave, of:
 - (a) their intention to take leave; and
 - (b) the child's expected date of birth, adoption, altruistic surrogacy or ongoing placement; and
 - (c) the employee's role as carer of their child for the parental leave period.
- (4) At least four weeks before the expected commencement of parental leave, the employee must advise the Executive Director of:
 - (a) the date they intend to start parental leave; and
 - (b) the date they expect to return to work.
- (5) Once an employee or their partner gives birth, they must notify the Executive Director of the date of birth as soon as convenient.
- (6) If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify the Executive Director as soon as practicable.
- (7) Before and during Paid Parental Leave, an employee must notify the Executive Director of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

20.15 Evidence Requirements

- (1) To access Paid Parental Leave, the employee must provide evidence of the birth, adoption, altruistic surrogacy or ongoing placement arrangement:
 - (a) for a birth related leave, a medical or birth certificate showing the child's expected or actual date of birth;
 - (b) for adoption related leave, an integrated birth certificate or certificate of adoption;
 - (c) for altruistic surrogacy related leave, the provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the Surrogacy Act 2010. A copy of the parentage order (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained;
 - (d) for an ongoing placement arrangement, a confirmation of placement letter provided by the Department of Communities and Justice, or their accredited designated agency as defined in 20(d)(i). A copy of the legal order as defined in 20(g) (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained.

- (2) To access bonus paid parental leave the Commission may require evidence of this such as:
 - (a) documents from the partner's employer; or
 - (b) a statutory declaration from the employee.

20.16 Communication Requirements

- (1) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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.
- (2) The employee will take reasonable steps to inform the Commission of any significant matter that will affect the employee's decision about:
 - (a) the duration of parental leave;
 - (b) whether they intend to return to work; and
 - (c) whether they intend to request to return to work part time.
- (3) The employee will notify the Commission of any changes to their address and contact details which may affect the Employer's capacity to comply with clause 20.16.1.

20A. Leave Related to Miscarriage and Fertility Treatment

- (1) When an employee or their partner miscarries, the employee is entitled to one week of paid Special Miscarriage Leave on each occasion a pregnancy ceases by way of miscarriage.
- (2) Paid Special Miscarriage Leave starts from the date of miscarriage. The employee must take this leave in one continuous block before they can take any other leave.
- (3) When accessing paid Special Miscarriage Leave, the employee must notify the Executive Director as soon as reasonably practicable of:
 - (a) the amount of leave required; and
 - (b) the anticipated date of return to duty.
- (4) To access paid Special Miscarriage Leave an agency may request evidence, such as:
 - (a) a medical certificate; or
 - (b) an early loss certificate from the NSW Registry of Births, Deaths and Marriages.

20A.1 Leave for Fertility Treatment

- (1) Employees can take up to one week of paid Special Fertility Treatment Leave each calendar year to undergo fertility treatment. This includes related medical appointments and travel required to access treatment.
- (2) Special Fertility Treatment Leave does not accumulate, and employees may take it in:
 - (a) part days

- (b) single days
 - (c) consecutive days.
- (3) Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.
- (4) When accessing paid Special Fertility Treatment Leave, the employee must notify the Commission as soon as is reasonably practicable of:
- (a) the amount of leave required, and
 - (b) when they expect to return to work.
- (5) To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.
32. Delete Clause 21 and insert in lieu thereof:

21. Public Holidays

The provisions of the *Public Holidays Act* 2010 apply and provide for the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Chief Commissioner between Christmas Day and New Year's Day.

33. Delete Clause 22(1)(a) and insert in lieu thereof:
- (a) At the commencement of employment with the NSW Public Sector, a fulltime staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
34. Delete Clause 22(5) and insert in lieu thereof:
- (5) Medical evidence must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
35. Delete Clause 24 and insert in lieu thereof:

24. Domestic and Family Violence Leave

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.

- (1) 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.
- (2) 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.

(3) Examples of behaviours that constitute domestic and family violence include but are not limited to:

- a) physical and sexual violence;
- b) verbal abuse;
- c) emotional or psychological abuse;
- d) stalking and intimidation;
- e) technology facilitated abuse;
- f) social and geographical isolation;
- g) financial abuse;
- h) cruelty to pets;
- i) damage to property; or
- j) threats to be violent in the above ways.

37. Delete Clause 23A and insert in lieu thereof:

24A. Leave for Matters arising from Domestic and Family Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (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.
- (3) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- (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.
- (5) 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;
 - (3) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (4) organising alternative care or education arrangements for their children or person(s) in their care;

- (5) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
- (6) 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.
- (6) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise the Commission of the need to take domestic and family violence leave as soon as possible.
- (7) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- (8) 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.
- (9) Evidence of the occurrence of domestic and family violence may include:
 - (1) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (2) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (3) a medical certificate;
 - (4) a statutory declaration by the employee experiencing domestic and family violence; or
 - (5) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- (10) 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.
- (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.
 - (1) 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.
 - (2) 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.
- (12) 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:
 - (1) payslips,
 - (2) the employee's personnel file, or
 - (3) rosters.

- (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.
- (14) Employers must not take adverse action against an employee because they:
 - (1) have experienced, or are experiencing, domestic and family violence;
 - (2) use the paid domestic and family violence leave provisions; or
 - (3) 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.
- (15) 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.

24B. Leave for Employees Providing Support to People Experiencing Domestic and Family Violence

- (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:
 - (a) Family and Community Service Leave and Carer's Leave (Clause 16)
- (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:
 - (a) Clause 16, Family and Community Service Leave and Carer's Leave
- (3) 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 subclauses 22 (5), (6) and (7), Sick Leave – Requirements for Evidence of Illness of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.
- (4) 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.

36. Delete Clause 27(5) and insert in lieu thereof:

- (5) Investigations Staff Overtime Allowance - Investigators, Senior Investigators, , , Senior Technical Officers, Technical Officer, Investigators in surveillance and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators, Investigators (surveillance), Technical Officer - 9.1%
 - (b) Senior Investigators, Surveillance Team Leader, and Senior Technical Officer - 8.7%

37. Delete Clause 28 and insert in lieu thereof:

28. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher graded role, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the role being acted in. Payment of the allowance will be as follows:

- (a) 4 working days or less - No payment
- (b) 5 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher-level role, a percentage of the difference is paid as agreed between the staff member and his/her manager.

38. Delete Clause 29(2) and insert in lieu thereof:

(2) Associate's Allowance

Staff who occupy the role of Associate will receive an annualised allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and for undertaking hearing sittings as required throughout the year. The allowance will be increased in line with the salary increases prescribed in this Award.

39. Delete Clause 29(7) and insert in lieu thereof:

(7) Motor Car allowances

- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the ATO rates. Current allowances appear in Schedule 2 of this Award.
- (b) Where other transport is available but, staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

40. Delete Clause 31(1) and insert in lieu thereof:

- (1) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.

41. Delete Clause 34 and insert in lieu thereof:

34. Salary Packaging

The Commission supports the provision of salary packaging for executive staff. The range of items and the terms of salary packaging is in accordance with the Salary Packaging page located on the ICAC's Intranet.

42. Delete Clause 35 and insert in lieu thereof:

35. Area, Incidence and Duration

- (a) This Award applies to non-executive members of staff employed on an ongoing, temporary or casual basis under the ICAC Act.
- (b) This Award is made following a variation under s17 *Industrial Relations Act 1996* and rescinds and replaces the *Independent Commission Against Corruption Award 2024*. This variation will take effect on and from 1 July 2026 and shall remain in force until 30 June 2027.

43. Delete Table FFPP 1 July 2026 and insert in lieu thereof

Classification	Base Rate FFPP 1.7.2024	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator ICAC Officer Grade 3 - Salary Point 1	108,276		9,853		118,129
Investigator ICAC Officer Grade 3 - Salary Point 2	111,224		10,121		121,345
Investigator ICAC Officer Grade 3 - Salary Point 3	113,588		10,337		123,925
Investigator ICAC Officer Grade 3 - Salary Point 4	117,124		10,658		127,782
Investigator ICAC Officer Grade 3 - Salary Point 5	120,075		10,927		131,002
Surveillance Operative ICAC Officer Grade 3 – Salary Point 1	108,276		9,853	13,210	131,339
Surveillance Operative ICAC Officer Grade 3 – Salary Point 2	111,224		10,121	13,569	134,914
Surveillance Operative ICAC Officer Grade 3 – Salary Point 3	113,588		10,337	13,858	137,783
Surveillance Operative ICAC Officer Grade 3 – Salary Point 4	117,124		10,658	14,289	142,071
Surveillance Operative ICAC Officer Grade 3 – Salary Point 5	120,075		10,927	14,649	145,651
Senior Investigator ICAC Officer Grade 4 - Salary Point 1	122,732		11,169		133,901
Senior Investigator ICAC Officer Grade 4 - Salary Point 2	125,683		11,437		137,120
Senior Investigator ICAC Officer Grade 4 - Salary Point 3	129,524		11,787		141,311
Senior Investigator ICAC Officer Grade 4 - Salary Point 4	133,060		12,108		145,168
Senior Investigator ICAC Officer Grade 4 - Salary Point 5	136,606		12,431		149,037
Technical Officer ICAC Officer Grade 4 - Salary Point 1	122,732		11,169	14,973	148,874
Technical Officer ICAC Officer Grade 4 - Salary Point 2	125,683		11,437	15,333	152,453
Technical Officer ICAC Officer Grade 4 - Salary Point 3	129,524		11,787	15,802	157,113
Technical Officer ICAC Officer Grade 4 - Salary Point 4	133,060		12,108	16,233	161,401
Technical Officer ICAC Officer Grade 4 - Salary Point 5	136,606		12,431	16,666	165,703

Principal Investigator ICAC Officer Grade 5 - Salary Point 1	139,249	12,115			151,364
Principal Investigator ICAC Officer Grade 5 - Salary Point 2	142,493	12,397			154,890
Principal Investigator ICAC Officer Grade 5 - Salary Point 3	146,629	12,757			159,386
Principal Investigator ICAC Officer Grade 5 - Salary Point 4	151,350	13,167			164,517
Principal Investigator ICAC Officer Grade 5 - Salary Point 5	154,889	13,475			168,364
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 1	139,249	12,115		16,988	168,352
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 2	142,493	12,397		17,384	172,274
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 3	146,629	12,757		17,889	177,275
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 4	151,350	13,167		18,465	182,982
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 5	154,889	13,475		18,896	187,260

44. Delete Schedule 2 – Allowance Rates subclause 1 and insert lieu thereof:

SCHEDULE 2 - ALLOWANCE RATES

(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFPP 1.7.2023 \$	FFPP 1.7.2024 \$	FFPP 1.7.2025 \$	FFPP 1.7.2026 \$
Associate's Allowance subclause 29(2): Total annual allowance payable in 12-month financial period	7,273	7,564	7,791	8,025
Community Language Scheme subclause 29(3) (p.a)	1,580	1,643	1,692	1,743
Alarm Allowance (on call allowance) (ph)	1.10	1.14	1.17	1.21
For officers that are required to be on call (p.a)	7,626	7,931	8,169	8,414
First Aid Allowance (Senior) (p.a)	1,529	1,590	1,638	1,687
First Aid Allowance subclause 29(4) (p.a)	1,018	1,059	1,091	1,124

Printed by the authority of the Industrial Registrar.

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Case No. 175055 of 2026)

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.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10163	29 June 2026	1 July 2026	399, Part 5	1047
C10171	06 July 2026	1 July 2026	399, Part 6	1340

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1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2024.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

PSA - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

Executive - the ICAC's statutory officers and Executive Directors

Chief Commissioner - the Chief Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation

- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. These are:

- Fairness – Acting fairly and inspiring trust.
- Integrity – Promoting integrity in the public sector while modelling it ourselves.
- Accountability – Being accountable to the public and each other.
- Tenacity – Showing tenacity and professionalism.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Chief Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation – Up to three Executive representatives are appointed by the Chief Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Health, Safety and Equity Committee report to the Chief Commissioner through the Executive Director, Corporate Services. The Executive Director, Corporate Services will ensure that this committee is appropriately structured and operates in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff.

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration in a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance
- (2) The ICAC Officer grades and salary rates appear in Table 1 of Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)

- (4) All ICAC roles are evaluated using job evaluation processes and placed within the ICAC Officer grades, as shown in Table 1 of Schedule 1 of this Award.
- (5) Table 2 of Schedule 1 shows the salaries of Investigation Division roles that receive overtime and/or incidents allowances as detailed in clauses 27(5) and 29(5) of this Award.
- (6) Merit based selection processes are required for permanent upward movement between ICAC Officer grades.
- (7) Progression through the salary points (increments) in an ICAC Officer grade requires satisfactory performance within the Commission's performance management system, as described in clause 7 of this Award.
- (8) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 4.0 per cent from the first full pay period on or after 1 July 2024, 3.0 per cent from 1 July 2025 and 3.0 per cent from 1 July 2026.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Chief Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Chief Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Chief Commissioner and are subject to the control and direction of the Chief Commissioner.
- (4) The basis of employment in the Commission is ongoing (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than ongoing employees. These employees may be casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a role is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a role at the ICAC will involve a six months probationary period or such period as the Chief Commissioner directs. The probationary period applies to ongoing employees.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities

- (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of the *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW Government employers.
- (10) Recruits may decide to be seconded to an ongoing role or come to the Commission on Leave Without Pay from their substantive public sector employer. Where the Commission offers ongoing employment in the same role then staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as an ongoing member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.
- (11) A temporary employee may be directly appointed to an ongoing role if the employee has filled that role for one year on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.

- (5) All staff have a common increment date of 1 July, and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4 month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date, then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission
- (2) The CCG will monitor the operation of the Commission's Training and Development policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff are covered by the provisions of the ICAC's Managing Excess Employees Policy, which outlines the options and processes for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible recommendation to the Chief Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.
- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award, then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award or any replacement award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Variations in conditions, such as those for Surveillance Officers, are addressed through internal policy at ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's internal policy as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance Officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in internal policy at ICAC.

- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.
- (11) Meal break – Minimum of 30 minutes every 5 hours. Conditions specific to Surveillance Officers, including meal breaks and meal allowance eligibility, are managed through internal policy at ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a fulltime employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours).
- (14) Carry over credit at end of Flex Period - up to 42 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (18) Where a staff member has accrued 6 weeks annual leave (over 30 days), unless otherwise authorised by their Director, flex leave, including flex leave can only be taken in situations where at least one day of annual leave has been applied for and approved within the flex period. If however, annual leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Ongoing Part-time Employment - enables staff to work hours which are less than the full-time weekly hours of their role.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current role or by doing other duties. At the end of the period, they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.

- (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home -
 - iii. Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor.
 - iv. In the event of extreme weather or disruption including transportation, staff may be permitted to work from home that day and a decision will be made early by the Chief Commissioner or their delegate. If such a declaration occurs, it will not affect whatever arrangement the staff has day to day regarding working from home.
- (3) An ongoing member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

This clause applies to lactating employees who seek to breastfeed and/or express milk while at work. Lactation breaks are provided for breastfeeding, expressing milk and associated activities such as labelling and storing of milk and cleaning of equipment. Lactation breaks are necessary to maintain employee wellbeing and to ensure an adequate milk supply for the child.

- (9) Lactation breaks are in addition to any other rest period and meal break as provided for in this award.
- (10) Full-time employees or part-time employees working more than 4 hours per day are entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day (or per shift).
- (11) Part-time employees working 4 hours or less on any one day are entitled to one paid lactation break of up to 30 minutes on any day so worked.
- (12) A flexible approach to lactation breaks is taken by mutual agreement between the employee and the manager. An employee's request for flexibility regarding lactation breaks will be supported as far as possible and not unreasonably refused. Lactation breaks may be joined with another paid break or part thereof to provide for a longer lactation break, or the total lactation break of 60 minutes (full time equivalency) may provide for 3 or more shorter breaks. This flexibility recognises the differing breastfeeding requirements for employees as their child develops. Arrangements for breaks should be reviewed at agreed intervals to ensure appropriate balance is maintained between the employee's needs and operational requirements.
- (13) Employees will have access to a suitable, private space for the purpose of breastfeeding or expressing milk.
- (14) Where practical, the minimum requirements would include:
 - a private and hygienic space which is suitably signed
 - comfortable seating, a table, access to power point and storage for equipment
 - access to refrigerator and facilities for washing hands and equipment
- (15) Where it is not practicable to provide these facilities on site, reasonable alternatives should be discussed and agreed between the employee and their manager.
- (16) Employees who experience difficulties transitioning from home-based breastfeeding to the workplace are afforded time and access to resources in the workplace in paid time. Employees may access sick leave or flexible working hours provisions as required to seek advice or treatment from external services, such as the Australian Breastfeeding Association Helpline of NSW Health.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than $\frac{1}{4}$ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWHS).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Chief Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Chief Commissioner may grant access to an additional $\frac{1}{2}$ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional $\frac{1}{2}$ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Extended Leave

- (1) The ICAC extended leave entitlements are:
 - (a) Extended leave (EL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. EL may be taken at half pay.
 - (b) EL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) EL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) EL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's EL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) EL on Double Pay - A staff member with an entitlement to EL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, e.g. annual

leave, sick leave and EL will accrue at the single time rate where a staff member takes EL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take EL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of EL will be paid and not debited from a staff member's EL entitlement. In respect of public holidays that fall during a period of double pay EL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for EL purposes - The following service with public sector agencies may count for EL purposes, depending on the agency:
 - (a) ongoing and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*, including those recognised in Schedule 1 and Schedule 2 of the Regulation. This generally includes service with the NSW public sector, and may also include service with certain Commonwealth and interstate agencies, where such service is recognised under clause 6 of Schedule 2.
 - (c) where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for EL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following: -
 - (a) Compassionate grounds, such as the death or illness of a family member or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by childcare providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;

- (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a local government council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carer's leave for further explanation.
- (5) A family member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of
 - (d) Any 'family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:

- (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carer's leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, EL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.
- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Chief Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
- (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Chief Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top Up Pay by the Chief Commissioner. Military Leave Top Up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

- (4) During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, annual and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

The following table summarises the entitlements in this section. This table must be read with the relevant clauses. If there are inconsistencies, the provisions in the relevant clause will prevail.

Summary of parental leave provisions

Leave	Paid leave	Unpaid leave	Total leave
Parental Leave	14 weeks for a parent with caring responsibility associated with the birth, adoption, altruistic surrogacy, or ongoing placement arrangement of a child	38 weeks	52 weeks
Bonus Paid Parental Leave	2 weeks for single parents or when both parents have taken any Paid Parental Leave offered by their employers		2 weeks
Special Pre-Term Birth Leave	From birth to the end of 36 weeks' gestation for the parent with the caring responsibility of a child born before 37 weeks, then revert to full-term parental leave provisions		From birth to the end of 36 weeks
Leave for a Stillbirth (the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth)	14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth		14 weeks for the employee who gave birth 2 weeks for an employee whose partner gave birth
Requests to extend leave or return part time		52 weeks	52 weeks

- (1) For the purpose of this clause:
- (a) “Altruistic Surrogacy” means a surrogacy arrangement as defined in the Surrogacy Act 2010 (NSW) and must not be a commercial surrogacy arrangement.
 - (b) “De facto partner” means a person who is the employee’s partner and lives with them on a genuine domestic basis but is not legally married to the employee.
 - (c) “Caring responsibility” means a person who meets the child’s physical needs, including feeding, dressing, bathing and otherwise supervising the child.
 - (d) “Child” means:
 - (i) For birth-related leave, a child (or children from a multiple birth) of the employee, employee’s partner or employee’s legal surrogate.

- (ii) For adoption-related leave, a child (or children) who the employee or the employee's partner will adopt and is not the employee or employee's partner's child. The child (or children) is or will be under 18 years of age.
 - (iii) For ongoing placement arrangement-related leave, a child (or children) under 18 years, placed in the permanent care of the employee or the employee's partner.
- (e) "Confirmation of placement letter" means a letter from the Department of Communities and Justice (DCJ) or their accredited designated agency that:
 - (i) confirms the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person who is subject to a legal order allocating parental responsibility to the Minister; or
 - (ii) confirms the employee is an authorised relative/kinship carer, authorised foster carer or other suitable person who is or will be providing continuous care on an ongoing basis for a child or young person for whom they hold parental responsibility under a legal order, including a guardianship order; and
 - (iii) confirms the start date of the placement.
- (f) Fertility treatment" means any of the following assisted reproductive technology treatments as defined in the Assisted Reproductive Technology Act 2007 (NSW) including but not limited to:
 - (i) intrauterine insemination (IUI)
 - (ii) in-vitro fertilisation (IVF)
 - (iii) intracytoplasmic sperm injection (ICSI)
 - (iv) Ovulation induction (OI).
- (g) "Full-term birth" means the birth of a live child from 37 weeks.
- (h) "Legal order" means an order made by the Children's Court of NSW under the Children and Young Persons (Care and Protection) Act 1998 (NSW) including:
 - (i) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Interim Orders;
 - (ii) Short Term Court Order (STCO) allocating parental responsibility to the Minister, Relative/Kin or Non-Relative for a period of at least 12 months;
 - (iii) Parental Responsibility to the Minister (PRM), Relative/Kin (PRR) or Non-Relative (PNR) Long Term Care to 18 years Final Order; or
 - (iv) Guardianship Order.

For the purposes of this definition, a legal order made by the Federal Circuit and Family Court of Australia under the *Family Law Act 19XX* (Cth) includes a final order allocating parental responsibility to relative/kin or suitable person to 18 years provided that the Department of Communities and Justice intervened as a party to the proceedings and the employee is an authorised carer eligible for the out-of-home care carer allowance.

- (i) "Legal surrogate" means the birth mother in a surrogacy arrangement as defined in the Surrogacy Act 2010 (NSW).
- (j) "Miscarriage" means a pregnancy that ceases before 20 weeks or where the number of weeks is unknown, or the baby weighed less than 400g.

- (k) “Ongoing placement arrangement” means the placement of a child or young person who is subject to a legal order of the Children’s Court of NSW or Federal Circuit and Family Court of Australia with an authorised foster carer, authorised relative/kinship carer or suitable person on an ongoing basis. Ongoing placements do not include informal arrangements or emergency, respite care or short-term care with a specified end date.
- (l) “Partner” means a spouse, de facto partner, former spouse or former de facto partner.
- (m) “Pre-term birth” means the birth of a live child before 37 weeks.
- (n) “Stillbirth” means the birth of a baby without signs of life, at 20 or more completed weeks or where a child dies shortly after birth.

20.1 Paid Parental Leave

- (1) Employees are entitled to up to 14 weeks Paid Parental Leave if:
 - (a) they have or will have completed at least 40 weeks continuous service at the expected date of birth, adoption, altruistic surrogacy or ongoing placement, and
 - (b) they have or will have caring responsibility for the child (or children), or
 - (c) the employee is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.
- (2) Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.
- (3) Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.
- (4) Employees who are eligible for paid parental leave in accordance with 20.1.1 are entitled to an additional two weeks of Bonus Paid Parental Leave where both parents have exhausted any paid parental leave offered by their employer.
- (5) Employees who are single parents or whose partners do not have access to employer paid parental leave will be eligible for the full two weeks of bonus paid parental leave.
- (6) An employee is entitled to Bonus Paid Parental Leave, where it can be demonstrated that their partner:
 - (a) has or will have exhausted the paid parental leave provided by their employer, or
 - (b) has no access to employer paid parental leave.
- (7) A maximum of two employees (if both are working in the NSW Government Sector) can access Paid Parental Leave under this clause per birth, adoption, altruistic surrogacy or ongoing placement arrangement except in the event of an altruistic surrogacy where three employees (two intended parents and one surrogate are all employed in the NSW Government Sector) will be entitled to access Paid Parental Leave.
- (8) Where an employee takes paid parental leave in respect of an ongoing placement arrangement and later adopts, becomes the legal guardian or cares for the child (or children) or young person/s under a different legal order, the employee is not entitled to access a further period of paid parental leave in connection with the adoption, guardianship order or other legal order of the same child (or children).
- (9) In the event that an ongoing placement arrangement ceases, and the employee no longer has responsibility for the care of the child/children, the employee must notify the employer as soon as practicable. At the cessation of an ongoing placement, the remaining period of paid parental leave

ceases. The Commission and employee should discuss alternative leave arrangements and/or a return-to-work date.

20.2 Unpaid Parental Leave

- (1) In addition, an employee is entitled to unpaid parental leave where:
 - (a) the employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement, and
 - (b) the employee has or will have responsibility for the care of the child that is born, adopted or placed in an ongoing placement arrangement, or
 - (c) the employee is a legal surrogate who gives birth.
- (2) Subject to this clause the employee shall be entitled to be granted unpaid parental leave as follows:
 - (a) For a pregnant employee, a period up to 9 weeks prior to the expected date of birth; and
 - (b) For all eligible employees, a further period of up to 12 months after the actual date of birth.
- (3) An employee on parental leave does not have to return to work to access a further period of parental leave.
- (4) Where an employee combines paid and unpaid parental leave, the total period of parental leave taken cannot exceed 12 months except where an employee has applied to extend their period of unpaid parental leave under cl. 20.12.

20.3 Calculation of Paid Parental Leave

- (1) Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.
- (2) Paid Parental Leave may be paid:
 - (a) in advance as a lump sum;
 - (b) fortnightly as normal;
 - (c) fortnightly at half pay; or
 - (d) as a combination of full and half pay.
- (3) A full-time ongoing or ongoing part-time employee who is on part-time leave without pay when they start parental leave is paid:
 - (a) at the full-time rate if they began part-time leave 40 weeks or less before starting parental leave; or
 - (b) at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements during the 40 weeks; or
 - (c) at the rate based on the average number of weekly hours worked during the 40-week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- (4) An employee who commences a subsequent period of parental leave for another child within 24 months of commencing an initial period of parental leave will be paid:

- (a) at the full-time or part-time rate, they received before starting the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before they took the initial leave if they have returned to work and reduced their hours during the 24-month period; or
- (c) at a rate based on the hours worked before the subsequent period of leave if they have returned to work and not reduced their hours.

20.4 Concurrency of Paid Parental Leave

- (1) Employees can take all Paid Parental Leave concurrently except in circumstances where both parents are employed at the same workplace and operational requirements may prevent concurrent leave. In these instances, employees may take up to four weeks Paid Parental Leave concurrently with their partner. Employees may request to take more than four weeks Paid Parental Leave concurrently with their partner in accordance with clause 20.5.

20.5 Flexibility for Taking Paid Parental Leave

- (1) An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Commission will consider this request based on operational requirements and the employee's personal and family circumstances.
- (2) Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.
- (3) The Commission may refuse a request on reasonable grounds based on the effect on the Commission including but not limited to:
 - (a) that the new working arrangements requested would be too costly for the Commission;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (4) The Chief Executive Officer and Executive Director will consider and respond to the request in writing within 21 days.
- (5) If the Chief Executive Officer and Executive Director agrees to the employee's request to use their Paid Parental Leave entitlement in ways other than a single continuous period, the leave period must not extend beyond 24 months of the date of birth, adoption, altruistic surrogacy or ongoing placement of the child. Any public holidays that fall during the leave will not extend the period of leave.

20.6 Other Accrued Leave in Conjunction with Parental Leave

- (1) An employee may take available recreation leave or extended leave during the parental leave period as long as it does not extend the total period of parental leave.
- (2) An employee may take available recreation leave at half pay with parental leave provided that:

- (a) recreation leave at half pay is taken within the period of parental leave;
- (b) the total period of parental leave is not extended beyond 24 months by the taking of recreation leave at half pay;
- (c) the half-pay leave is converted to the full-time equivalent and treated as such for the purpose of accruing further recreation, extended and other leave at the full-time rate.

20.7 Pregnancy Related Illness and Alternative Duties

- (1) A pregnant employee who is sick during their pregnancy may take available paid sick leave, accrued recreation or extended leave, or sick leave without pay.
- (2) If a pregnant employee finds it difficult to perform their normal duties or there is a risk to their health or that of the unborn child, the Executive Director must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.
- (3) Safer alternative duties or adjustments include but are not limited to:
 - (a) having flexible working arrangements for when and where the employee performs their duties;
 - (b) changing duties temporarily;
 - (c) retraining;
 - (d) multiskilling;
 - (e) redesigning their role.
- (4) If a pregnant employee gives the Commission evidence that the employee is fit for work, but that it is inadvisable for the employee to continue in the employee's normal duties, and safe alternative duties or adjustments cannot reasonably be provided, the Commission must grant the employee paid no safe job leave until the end of the risk period, end of the employee's pregnancy or expected commencement of parental leave, whichever is the earliest.

20.8 Further Periods of Parental Leave

- (1) When an employee, their partner or their legal surrogate gives birth; or the employee or their partner adopts; or the employee or their partner have a child placed in the care of the employee or their partner as part of an ongoing placement arrangement while on parental leave, the employee is entitled to a further period of parental leave.
- (2) At the commencement of the new period of parental leave, any remaining unpaid parental leave from the former birth, adoption or ongoing placement arrangement ceases.
- (3) Any remaining paid parental leave from the former birth, adoption or ongoing placement arrangement may be retained but must be taken within 24 months of the former date of birth, adoption or altruistic surrogacy or placement of a child or children.

20.9 Leave for a Pre-Term Birth

- (1) When an employee or their partner has a pre-term birth (before 37 weeks), the parent with caring responsibility is entitled to paid Special Pre-Term Parental Leave. This applies from the date of birth to the end of 36 weeks. Where both parents are NSW Government Sector employees, only one parent may access the leave.
- (2) An employee is entitled to paid special pre-term parental leave if they have or would have, if not for the pre-term birth, completed 40 weeks continuous service at the expected date of birth.

- (3) Paid Special Pre-Term Parental Leave starts from the date of the pre-term birth at full pay and the employee must take it in one continuous block up to the end of 36 weeks.
- (4) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, special pre-term birth parental leave will cease, and an employee may commence parental leave in accordance with clause 20.1 and clause 20.2.
- (5) Where a pre-term child dies during a period of paid Special Pre-Term Parental Leave, the rest of that leave is replaced by up to 14 weeks' Paid Parental Leave in accordance with clause 20.1.
- (6) Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.
- (7) When accessing paid Special Pre-Term Parental Leave, the employee must notify the Executive Director as soon as practicable of:
 - (a) the amount of leave required; and
 - (b) which other types of leave (if any) will follow the period of Special Pre-Term Parental Leave, including all paid and unpaid leave that employees propose to take, have applied for, or will take.
- (8) To access paid Special Pre-Term Parental Leave, the employee may need to provide evidence, such as:
 - (a) a medical certificate showing the expected date of birth; or
 - (b) a statutory declaration or medical certificate confirming caring responsibility; or
 - (c) a medical certificate or a birth certificate showing the child's actual date of birth.

20.10 Leave for a Stillbirth

- (1) A employee who gives birth to a stillborn child has access to paid parental leave in accordance with clause 20.1 or may elect to take available sick leave.
- (2) Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

20.11 Leave Prior to an Adoption

- (1) In addition to the paid parental leave available at clause 20.1, an employee seeking to adopt a child is entitled to up to two days unpaid special adoption leave to attend interviews or examinations as are necessary as part of the adoption process.
- (2) An employee may also use accrued leave entitlements or flexible working arrangements to attend interviews or examinations. This includes recreation leave, extended leave and where applicable, family and community service leave.

20.12 Right to Request Extension of Unpaid Parental Leave and Part-Time Return to Work

- (1) To assist employees with parental responsibilities, an employee who has been granted parental leave in line with clause 20.1, Paid Parental Leave, can apply to the Chief Executive Officer to:
 - (a) extend Unpaid Parental Leave for a further continuous leave period of up to 12 months provided the unpaid parental leave does not extend beyond 24 months from the birth, adoption or ongoing placement of the child; and/or
 - (b) return from full-time parental leave to work part time until the child reaches school age (including the option to return to work on part-time leave without pay).

- (2) An employee intending to apply to return from parental leave part time (in line with clause 20.12.1) must write to the Chief Executive Officer as soon as practicable. An employee can give notice at any time up to four weeks before their proposed return or extension of leave, or later if the Chief Executive Officer agrees.
- (3) The Chief Executive Officer will consider the request and the employee's circumstances and respond in writing. The Chief Executive Officer can only refuse the request on reasonable grounds based on the effect on the workplace or the Chief Executive Officer's business. This could include:
 - (a) that the new working arrangements requested would be too costly for the Commission;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested;
 - (d) that the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity; or
 - (e) that the new working arrangements requested would be likely to have a significant negative impact on customer service.
- (4) An employee on parental leave may change the period of leave once without the consent of the Commission by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Chief Commissioner.
- (5) An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert to unpaid parental leave. This may be done once only, by providing a minimum of 4 weeks' notice (or less if the Commission agrees).

20.13 Returning to Work

- (1) An employee has the right to return to their former role if they have taken parental leave or returned to work part-time under right to request provisions, and they immediately resume duty after the approved leave or part-time work arrangement.
- (2) If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former position.
- (3) An employee does not have the right to their former role if they return to work part time. If the Executive Director approves an employee to return to work part time, the employee will be appointed to a role of the same grade and classification as their former role.

20.14 Notice Requirements

- (1) The Executive Director must inform employees of their entitlements and obligations under this section when it is made aware that an employee or their partner is pregnant, expecting a child through an altruistic surrogacy arrangement, is having a child placed with them as part of an ongoing placement arrangement or is adopting a child.
- (2) An employee who is an intended parent in an altruistic surrogacy arrangement must notify the Executive Director at least 8 weeks before the expected due date. The employee must give the Executive Director a copy of the pre-conception surrogacy altruistic surrogacy agreement. This agreement is provided for in the Surrogacy Act 2010 and can be redacted as necessary to protect non-employees' privacy.

- (3) To access parental leave, an employee must give the Executive Director written notice, eight weeks or as soon as practicable, before the expected start of their parental leave, of:
 - (a) their intention to take leave; and
 - (b) the child's expected date of birth, adoption, altruistic surrogacy or ongoing placement; and
 - (c) the employee's role as carer of their child for the parental leave period.
- (4) At least four weeks before the expected commencement of parental leave, the employee must advise the Executive Director of:
 - (a) the date they intend to start parental leave; and
 - (b) the date they expect to return to work.
- (5) Once an employee or their partner gives birth, they must notify the Executive Director of the date of birth as soon as convenient.
- (6) If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify the Executive Director as soon as practicable.
- (7) Before and during Paid Parental Leave, an employee must notify the Executive Director of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

20.15 Evidence Requirements

- (1) To access Paid Parental Leave, the employee must provide evidence of the birth, adoption, altruistic surrogacy or ongoing placement arrangement:
 - (a) for a birth related leave, a medical or birth certificate showing the child's expected or actual date of birth;
 - (b) for adoption related leave, an integrated birth certificate or certificate of adoption;
 - (c) for altruistic surrogacy related leave, the provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the Surrogacy Act 2010. A copy of the parentage order (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained;
 - (d) for an ongoing placement arrangement, a confirmation of placement letter provided by the Department of Communities and Justice, or their accredited designated agency as defined in 20(d)(i). A copy of the legal order as defined in 20(g) (redacted as needed) does not need to be provided before accessing Paid Parental Leave if the order is not available before that time but must be provided as soon as it is obtained.
- (2) To access bonus paid parental leave the Commission may require evidence of this such as:
 - (a) documents from the partner's employer; or
 - (b) a statutory declaration from the employee.

20.16 Communication Requirements

- (1) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission 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.
- (2) The employee will take reasonable steps to inform the Commission of any significant matter that will affect the employee's decision about:
 - (a) the duration of parental leave;
 - (b) whether they intend to return to work; and
 - (c) whether they intend to request to return to work part time.
- (3) The employee will notify the Commission of any changes to their address and contact details which may affect the Employer's capacity to comply with clause 20.16.1.

20A. Leave Related to Miscarriage and Fertility Treatment

- (1) When an employee or their partner miscarries, the employee is entitled to one week of paid Special Miscarriage Leave on each occasion a pregnancy ceases by way of miscarriage.
- (2) Paid Special Miscarriage Leave starts from the date of miscarriage. The employee must take this leave in one continuous block before they can take any other leave.
- (3) When accessing paid Special Miscarriage Leave, the employee must notify the Executive Director as soon as reasonably practicable of:
 - (a) the amount of leave required; and
 - (b) the anticipated date of return to duty.
- (4) To access paid Special Miscarriage Leave an agency may request evidence, such as:
 - (a) a medical certificate; or
 - (b) an early loss certificate from the NSW Registry of Births, Deaths and Marriages.

20A.1 Leave for Fertility Treatment

- (1) Employees can take up to one week of paid Special Fertility Treatment Leave each calendar year to undergo fertility treatment. This includes related medical appointments and travel required to access treatment.
- (2) Special Fertility Treatment Leave does not accumulate, and employees may take it in:
 - (a) part days
 - (b) single days
 - (c) consecutive days.

- (3) Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.
- (4) When accessing paid Special Fertility Treatment Leave, the employee must notify the Commission as soon as is reasonably practicable of:
 - (a) the amount of leave required, and
 - (b) when they expect to return to work.
- (5) To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.

21. Public Holidays

The provisions of the *Public Holidays Act 2010* apply and provide for the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Chief Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (a) At the commencement of employment with the NSW Public Sector, a fulltime staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a fulltime staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.
- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical evidence must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can

be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.

- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on annual leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and annual leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Chief Commissioner,
 - (d) other instances determined by the Chief Commissioner.

24. Domestic and Family Violence Leave

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.

- (4) 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.
- (5) 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.
- (6) Examples of behaviours that constitute domestic and family violence include but are not limited to:
 - k) physical and sexual violence;
 - l) verbal abuse;
 - m) emotional or psychological abuse;
 - n) stalking and intimidation;
 - o) technology facilitated abuse;
 - p) social and geographical isolation;

- q) financial abuse;
- r) cruelty to pets;
- s) damage to property; or
- t) threats to be violent in the above ways.

24A. Leave for Matters arising from Domestic and Family Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (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.
- (3) Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- (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.
- (5) 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;
 - (d) 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.
- (6) Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise the Commission of the need to take domestic and family violence leave as soon as possible.
- (7) The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- (8) 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.
- (9) 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.
- (10) 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.
- (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.
- (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.
- (12) 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.
- (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.
- (14) 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.
- (15) 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.

24B. Leave for Employees Providing Support to People Experiencing Domestic and Family Violence

- (2) 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:
- (b) Family and Community Service Leave and Carer's Leave (Clause 16)
- (5) 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:
- (b) Clause 16, Family and Community Service Leave and Carer's Leave

- (6) 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 subclauses 22 (5), (6) and (7), Sick Leave – Requirements for Evidence of Illness of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.
- (7) 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.

25. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc., where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

26. Travelling Time Compensation

- (1) Staff, except Investigators (surveillance), who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.

- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

27. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.
- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.

- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Senior Investigators, Senior Technical Officers, Technical Officer, Investigators in surveillance and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators, Investigators (surveillance), Technical Officer - 9.1%
 - (b) Senior Investigators, Surveillance Team Leader, and Senior Technical Officer - 8.7%

28. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher graded role, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the role being acted in. Payment of the allowance will be as follows:
 - (a) 4 working days or less - No payment
 - (b) 5 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher-level role, a percentage of the difference is paid as agreed between the staff member and his/her manager.

29. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.
- (2) Associate's Allowance

Staff who occupy the role of Associate will receive an annualised allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and for undertaking hearing sittings as required throughout the year. The allowance will be increased in line with the salary increases prescribed in this Award.
- (3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.
- (4) First Aid Allowance

- (a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.
 - (b) When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Investigator (surveillance), Surveillance Team Leader, Senior Technical Officer and Technical Officer in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and on-call allowance for days rostered days on.
- (6) Travel Allowances - Accommodation, Meals and Incidentals
 - (a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.
 - (b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.
 - (c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Investigators (surveillance) are exempt from this rule and would have their own policy.
 - (d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.
 - (e) For travel involving no overnight stay no meal allowance will be paid. Investigators (surveillance) are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Chief Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.
 - (i) Breakfast, when required to commence travel at or before 6.00 am
 - (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
 - (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.
- (7) Motor Car allowances
 - (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The

allowance rates are determined by the ATO rates. Current allowances appear in Schedule 2 of this Award.

- (b) Where other transport is available but, staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

30. Secure Employment Test Case - WHS Obligations

- (1) For the purposes of this clause, the following definitions shall apply:
 - (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
 - (a) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (4) Disputes regarding the application of this clause

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

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

31. Grievance and Dispute Resolution

- (1) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.

- (2) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty, within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (4) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Commissioner.
- (5) If the matter remains unresolved, the Chief Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (6) A staff member, at any stage, may request to be represented by their union.
- (7) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (8) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

32. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996*, 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 nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This clause 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 the nominal expiry of the Award.

33. Anti-Discrimination

- (1) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carers or family responsibilities.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

34. Salary Packaging

The Commission supports the provision of salary packaging for executive staff. The range of items and the terms of salary packaging is in accordance with the Salary Packaging page located on the ICAC's Intranet.

35. Area, Incidence and Duration

- (a) This Award applies to non-executive members of staff employed on an ongoing, temporary or casual basis under the ICAC Act.
- (b) This Award is made following a variation under s17 *Industrial Relations Act 1996* and rescinds and replaces the *Independent Commission Against Corruption Award 2024*. This variation will take effect on and from 1 July 2026 and shall remain in force until 30 June 2027.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES**Table 1**

ICAC OFFICER GRADE	Salary Point	FFPP 1.7.23	FFPP 1.7.24	FFPP 1.7.25	FFPP 1.7.26
		\$	\$	\$	\$
1A	1	60,702	63,130	65,024	66,975
	2	62,036	64,517	66,453	68,447
	3	64,173	66,740	68,742	70,804
	4	65,782	68,413	70,465	72,579
	5	67,384	70,079	72,181	74,346
1B	1	68,458	71,196	73,332	75,532
	2	70,321	73,134	75,328	77,588
	3	72,462	75,360	77,621	79,950
	4	74,336	77,309	79,628	82,017
	5	76,210	79,258	81,636	84,085
1C	1	75,941	78,979	81,348	83,788
	2	77,812	80,924	83,352	85,853
	3	79,951	83,149	85,643	88,212
	4	81,822	85,095	87,648	90,277
	5	84,494	87,874	90,510	93,225
2	1	86,103	89,547	92,233	95,000
	2	87,974	91,493	94,238	97,065
	3	90,381	93,996	96,816	99,720
	4	93,320	97,053	99,965	102,964
	5	95,465	99,284	102,263	105,331
3	1	98,135	102,060	105,122	108,276
	2	100,807	104,839	107,984	111,224
	3	102,950	107,068	110,280	113,588
	4	106,155	110,401	113,713	117,124
	5	108,830	113,183	116,578	120,075
4	1	111,237	115,686	119,157	122,732
	2	113,912	118,468	122,022	125,683
	3	117,392	122,088	125,751	129,524
	4	120,597	125,421	129,184	133,060
	5	123,812	128,764	132,627	136,606
5	1	126,207	131,255	135,193	139,249
	2	129,148	134,314	138,343	142,493
	3	132,896	138,212	142,358	146,629
	4	137,175	142,662	146,942	151,350
	5	140,383	145,998	150,378	154,889
6	1	141,184	146,831	151,236	155,773
	2	145,461	151,279	155,817	160,492
	3	148,411	154,347	158,977	163,746
	4	152,151	158,237	162,984	167,874
	5	156,967	163,246	168,143	173,187
7	1	154,828	161,021	165,852	170,828
	2	157,229	163,518	168,424	173,477
	3	159,907	166,303	171,292	176,431
	4	162,312	168,804	173,868	179,084
	5	168,460	175,198	180,454	185,868
8	1	164,988	171,588	176,736	182,038

	2	169,530	176,311	181,600	187,048
	3	173,809	180,761	186,184	191,770
	4	178,085	185,208	190,764	196,487
	5	182,628	189,933	195,631	201,500

Table 2**FFPP 1 July 2023**

Classification	Base Rate FFPP 1.7.23 \$	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	98,135		8,930	11,972	119,038
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	100,807		9,173	12,298	122,279
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	102,950		9,368	12,560	124,878
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	106,155		9,660	12,951	128,766
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 5	108,830		9,904	13,277	132,011
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	111,237		10,123		121,360
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	113,912		10,366		124,278
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	117,392		10,683		128,075
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	120,597		10,974		131,571
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	123,812		11,267		135,079
Technical Officer ICAC Officer Grade 4 - Salary Point 1	111,237		10,123	13,571	134,930
Technical Officer ICAC Officer Grade 4 - Salary Point 2	113,912		10,366	13,897	138,175
Technical Officer ICAC Officer Grade 4 - Salary Point 3	117,392		10,683	14,322	142,396
Technical Officer ICAC Officer Grade 4 - Salary Point 4	120,597		10,974	14,713	146,284
Technical Officer ICAC Officer Grade 4 - Salary Point 5	123,812		11,267	15,105	150,184

Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	126,207	10,980			137,187
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	129,148	11,236			140,384
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	132,896	11,562			144,458
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	137,175	11,934			149,109
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	140,383	12,213			152,596
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 1	126,207	10,980		15,397	152,584
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 2	129,148	11,236		15,756	156,140
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 3	132,896	11,562		16,213	160,671
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 4	137,175	11,934		16,735	165,845
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 5	140,383	12,213		17,127	169,723
Special Investigator ICAC Officer Grade 6 - Salary Point 1	141,184	12,283			153,467
Special Investigator ICAC Officer Grade 6 - Salary Point 2	145,461	12,655			158,116
Special Investigator ICAC Officer Grade 6 - Salary Point 3	148,411	12,912			161,323
Special Investigator ICAC Officer Grade 6 - Salary Point 4	152,151	13,237			165,388
Special Investigator ICAC Officer Grade 6 - Salary Point 5	156,967	13,656			170,623

FFPP 1 July 2024

Classification	Base Rate FFPP 1.7.2024	8.7% Overtime Allowance	9.1% Overtime Allowance	12.2% Incidents Allowance	Annual Salary including allowances
		\$	\$	\$	\$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	102,060		9,287	12,451	123,798
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	104,839		9,540	12,790	127,169
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	107,068		9,743	13,062	129,873

Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	110,401		10,046	13,469	133,916
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 5	113,183		10,300	13,808	137,291
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	115,686		10,527		126,213
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	118,468		10,781		129,249
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	122,088		11,110		133,198
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	125,421		11,413		136,834
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	128,764		11,718		140,482
Technical Officer ICAC Officer Grade 4 - Salary Point 1	115,686		10,527	14,114	140,327
Technical Officer ICAC Officer Grade 4 - Salary Point 2	118,468		10,781	14,453	143,702
Technical Officer ICAC Officer Grade 4 - Salary Point 3	122,088		11,110	14,895	148,093
Technical Officer ICAC Officer Grade 4 - Salary Point 4	125,421		11,413	15,301	152,135
Technical Officer ICAC Officer Grade 4 - Salary Point 5	128,764		11,718	15,709	156,191
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	131,255	11,419			142,674
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	134,314	11,685			145,999
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	138,212	12,024			150,236
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	142,662	12,412			155,074
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	145,998	12,702			158,700
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 1	131,255	11,419		16,013	158,687

Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 2	134,314	11,685		16,386	162,385
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 3	138,212	12,024		16,862	167,098
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 4	142,662	12,412		17,405	172,479
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 5	145,998	12,702		17,812	176,512
Special Investigator ICAC Officer Grade 6 - Salary Point 1	146,831	12,774			159,605
Special Investigator ICAC Officer Grade 6 - Salary Point 2	151,279	13,161			164,440
Special Investigator ICAC Officer Grade 6 - Salary Point 3	154,347	13,428			167,775
Special Investigator ICAC Officer Grade 6 - Salary Point 4	158,237	13,767			172,004
Special Investigator ICAC Officer Grade 6 - Salary Point 5	163,246	14,202			177,448

FFPP 1 July 2025

Classification	Base Rate FFPP 1.7.25 \$	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	105,122		9,566	12,825	127,513
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	107,984		9,827	13,174	130,985
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	110,280		10,035	13,454	133,769
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	113,713		10,348	13,873	137,934
Investigator (Surveillance) ICAC Officer Grade 3 -Salary Point 5	116,578		10,609	14,223	141,410
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	119,157		10,843		130,000
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	122,022		11,104		133,126
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	125,751		11,443		137,194
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	129,184		11,756		140,940
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	132,627		12,069		144,696
Technical Officer ICAC Officer Grade 4 - Salary Point 1	119,157		10,843	14,537	144,537
Technical Officer ICAC Officer Grade 4 - Salary Point 2	122,022		11,104	14,887	148,013
Technical Officer ICAC Officer Grade 4 - Salary Point 3	125,751		11,443	15,342	152,536
Technical Officer ICAC Officer Grade 4 - Salary Point 4	129,184		11,756	15,760	156,700
Technical Officer ICAC Officer Grade 4 - Salary Point 5	132,627		12,069	16,180	160,876
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	135,193	11,762			146,955
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 2	138,343	12,036			150,379
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	142,358	12,385			154,743

Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	146,942	12,784			159,726
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	150,378	13,083			163,461
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 1	135,193	11,762		16,494	163,449
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 2	138,343	12,036		16,878	167,257
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 3	142,358	12,385		17,368	172,111
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 4	146,942	12,784		17,927	177,653
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 5	150,378	13,083		18,346	181,807
Special Investigator ICAC Officer Grade 6 - Salary Point 1	151,236	13,158			164,394
Special Investigator ICAC Officer Grade 6 - Salary Point 2	155,817	13,556			169,373
Special Investigator ICAC Officer Grade 6 - Salary Point 3	158,977	13,831			172,808
Special Investigator ICAC Officer Grade 6 - Salary Point 4	162,984	14,180			177,164
Special Investigator ICAC Officer Grade 6 - Salary Point 5	168,143	14,628			182,771

FFPP 1 July 2026

Classification	Base Rate FFPP 1.7.2024	8.7% Overtime Allowance \$	9.1% Overtime Allowance \$	12.2% Incidents Allowance \$	Annual Salary including allowances \$
Investigator ICAC Officer Grade 3 - Salary Point 1	108,276		9,853		118,129
Investigator ICAC Officer Grade 3 - Salary Point 2	111,224		10,121		121,345
Investigator ICAC Officer Grade 3 - Salary Point 3	113,588		10,337		123,925
Investigator ICAC Officer Grade 3 - Salary Point 4	117,124		10,658		127,782
Investigator ICAC Officer Grade 3 - Salary Point 5	120,075		10,927		131,002
Surveillance Operative ICAC Officer Grade 3 – Salary Point 1	108,276		9,853	13,210	131,339

Surveillance Operative ICAC Officer Grade 3 – Salary Point 2	111,224		10,121	13,569	134,914
Surveillance Operative ICAC Officer Grade 3 – Salary Point 3	113,588		10,337	13,858	137,783
Surveillance Operative ICAC Officer Grade 3 – Salary Point 4	117,124		10,658	14,289	142,071
Surveillance Operative ICAC Officer Grade 3 – Salary Point 5	120,075		10,927	14,649	145,651
Senior Investigator ICAC Officer Grade 4 - Salary Point 1	122,732		11,169		133,901
Senior Investigator ICAC Officer Grade 4 - Salary Point 2	125,683		11,437		137,120
Senior Investigator ICAC Officer Grade 4 - Salary Point 3	129,524		11,787		141,311
Senior Investigator ICAC Officer Grade 4 - Salary Point 4	133,060		12,108		145,168
Senior Investigator ICAC Officer Grade 4 - Salary Point 5	136,606		12,431		149,037
Technical Officer ICAC Officer Grade 4 - Salary Point 1	122,732		11,169	14,973	148,874
Technical Officer ICAC Officer Grade 4 - Salary Point 2	125,683		11,437	15,333	152,453
Technical Officer ICAC Officer Grade 4 - Salary Point 3	129,524		11,787	15,802	157,113
Technical Officer ICAC Officer Grade 4 - Salary Point 4	133,060		12,108	16,233	161,401
Technical Officer ICAC Officer Grade 4 - Salary Point 5	136,606		12,431	16,666	165,703
Principal Investigator ICAC Officer Grade 5 - Salary Point 1	139,249	12,115			151,364
Principal Investigator ICAC Officer Grade 5 - Salary Point 2	142,493	12,397			154,890
Principal Investigator ICAC Officer Grade 5 - Salary Point 3	146,629	12,757			159,386
Principal Investigator ICAC Officer Grade 5 - Salary Point 4	151,350	13,167			164,517
Principal Investigator ICAC Officer Grade 5 - Salary Point 5	154,889	13,475			168,364
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 1	139,249	12,115		16,988	168,352
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 2	142,493	12,397		17,384	172,274
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 3	146,629	12,757		17,889	177,275

Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 4	151,350	13,167		18,465	182,982
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 - Salary Point 5	154,889	13,475		18,896	187,260

SCHEDULE 2 - ALLOWANCE RATES**(1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance**

Allowance	FFPP 1.7.2023 \$	FFPP 1.7.2024 \$	FFPP 1.7.2025 \$	FFPP 1.7.2026 \$
Associate's Allowance subclause 29(2): Total annual allowance payable in 12-month financial period	7,273	7,564	7,791	8,025
Community Language Scheme subclause 29(3) (p.a)	1,580	1,643	1,692	1,743
Alarm Allowance (on call allowance) (ph)	1.10	1.14	1.17	1.21
For officers that are required to be on call (p.a)	7,626	7,931	8,169	8,414
First Aid Allowance (Senior) (p.a)	1,529	1,590	1,638	1,687
First Aid Allowance subclause 29(4) (p.a)	1,018	1,059	1,091	1,124

(2) Overtime Meal Allowances - subclause 27(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(3) Travel Allowances - subclause 29(6)**(a) Involving an overnight stay**

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

(b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

(4) Motor Car Allowances - subclause 29(7)**(a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.****(b) Specified journey rate will be 40% of official business rate.****(5) Casual Employees: Persons employed on a casual basis will receive:**

- (a) Loadings of
 - (i) 15% for Mondays to Fridays
 - (ii) 50% for Saturdays
 - (iii) 75% for Sundays
 - (iv) 150% for Public Holidays
- (b) An additional payment of 1/12th in lieu of annual leave
- (c) Minimum period of engagement of 3 hours
- (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
- (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

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

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

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

- (2) Personal Carer's entitlement for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (3) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Chief Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Chief Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person, or

- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

(3) A Family Member for the Purposes of (2)(a) above is:

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of a different or same sex to the staff member who lives with the staff member as their husband or wife on a bona fide domestic basis although not legally married to that staff member; or
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or of de facto spouse of the staff member; or
- (d) a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

(4) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Chief Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Chief Commissioner must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

LOCAL GOVERNMENT (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Local Government NSW

(Case No. 88363 & 237690 of 2026)

Before Commissioner Howell

16 June 2026

ORDER OF RESCISSION

Pursuant to s 17 of the *Industrial Relations Act* 1996, the Industrial Relations Commission of New South Wales orders that the Local Government (State) Award 2023, published 7 July 2023 (Vol. 394 I.G. Pg. 658) as varied, be rescinded upon the commencement of the Local Government (State) Award 2026.

A. Howell, *Commissioner*

Printed by the authority of the Industrial Registrar.

(308)

C. 10167

LOCAL GOVERNMENT (STATE) AWARD 2026

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Local Government NSW

(Case No. 88363 & 237690 of 2026)

Before A, Howell, *Commissioner*

16 June 2026

AWARD**PART A**

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5.	DEFINITIONS
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2. Statement of Intent

The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- Improve skill levels and establish skill-related career paths
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- implement mutually beneficial alternative work arrangements including but not limited to working from home;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;

- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace.

3. Participation in Industrial Relations By Representative Bodies of Employees and Employers

- (i) Consistent with section 3(d) of the *Industrial Relations Act 1996* (NSW), the parties to the Award acknowledge the importance of employees, employers, and the industrial organisations that represent them (unions and employer organisations), working together in a cooperative relationship.
- (ii) The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the United Services Union); Local Government Engineers' Association of New South Wales; the Development and Environmental Professionals' Association; and the Nurses' and Midwives Association of New South Wales, are the relevant unions who represent employees covered by this Award.
- (iii) Local Government NSW is the relevant employer organisation who represents employers covered by this Award.
- (iv) The parties have developed a joint video to assist employers and employees in achieving the objects of section 3(d) of the *Industrial Relations Act 1996* (NSW). Employers shall make the video available to new employees.
- (v) Employers shall provide every new employee a copy of the *Local Government Employee Information Statement* ("LGEIS") approved by the Association and Unions before, or as soon as possible after, they commence employment with the employer.
- (vi) Subject to the provisions of the *Industrial Relations Act 1996* (NSW), an Employer who holds an induction of new employees (whether it be in-person or held remotely) must:
 - (a) inform the relevant union(s) of the date of the induction; and
 - (b) afford an authorised industrial officer of the relevant union(s) an opportunity to enter the Employer's premises during working hours on the date of the induction or such other date as may be arranged between the Employer and union(s) for the purpose of holding discussions with the new employee(s).

4. Anti-Discrimination

- (i) It is the intention of the parties bound by this Award to seek to achieve the objectives in sections 3(f) and 3(f1) 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 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* (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 the legislation referred to in this clause.

Note:

- (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 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."

5. Definitions

Unless otherwise provided in the Award:

- (i) "*Association*" means Local Government NSW (LGNSW), which is also known as the Local Government and Shires Association of New South Wales.
- (ii) "*Council*" means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993* (NSW). This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (iii) "Complying superannuation fund" has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (iv) "*Days*" – unless otherwise specified, any reference to 'days' shall mean calendar days.

- (v) “*Employer*” means all employers in local government or in the local government industry within NSW that are covered by clause 47, Area, Incidence and Duration of this Award.
- (vi) “*General Manager*” shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.
- (vii) “*Ordinary Pay*” means remuneration for the employee's normal weekly number of ordinary hours of work. Ordinary pay shall include, but not be limited to the employee's salary system rate of pay and the following penalties and allowances where they are regularly received:

- Saturday, Sunday and shift penalties
- hours of work flexibility agreements allowances
- adverse working conditions allowances
- climatic, west of the line allowances
- civil liability allowance
- tool allowances
- on call allowance
- first aid allowance
- community language and signing work allowances

provided that subject to the exclusions below and at clauses 12(ii), 23D(xi) and 23E(iii)(c), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
- camping allowance
- travelling allowances
- sewer chokes allowance
- vehicle allowances
- meal allowances
- ‘bring your own device’ allowances.

- (viii) “*Rostered Day Off*” means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 20A, where the employee:
 - (a) within two weeks, is granted four days off and one additional day off (the “rostered day off”); or
 - (b) within three weeks, is granted six days off and one additional day off (the “rostered day off”); or
 - (c) within four weeks, is granted eight days off and one additional day off (the “rostered day off”).
- (ix) “*Salary system rate of pay*” means the rate of pay that is payable to an employee in accordance with the employer’s salary system.
- (x) “*Seven day a week rotating roster system*” means a work roster system in which the employee is regularly required to work:
 - (a) ordinary hours on each of the seven calendar days of the week; and
 - (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve-month period; and
 - (c) on Public Holidays; and
 - (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.
- (xi) “*Superannuation contributions*” means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (xii) “*Union*” means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers’ Association of New South Wales (LGEA); the Development and Environmental Professionals’ Association (depa); and the Nurses’ and Midwives Association of New South Wales.

6. Skill Descriptors

The Award structure consists of skill-based bands and levels that are defined according to the following skill descriptors:

- (i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

(ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the employer, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

Note in relation to Early Childhood, Education and Care employees: Schedule 2 of this Award explains the interpretation of the parties in relation to the evaluation of professional early childhood teachers.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

7. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 6, Skill Descriptors of this Award, are set out in Table 1 of Part B of this Award and are entry level rates of pay only.
- (ii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

Note:

- The *Award* establishes minimum rates of pay at an *Industry* level.
- The employer's *salary system* establishes minimum rates of pay at an *enterprise* level.

8. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in the employer's salary system or level as prescribed by Clause 6 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
 - (a) the acquisition and use of skills; or
 - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be set in consultation with the employee(s).
- (vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, the employer will provide one.

- (ix) At the time of assessment, the employer shall advise the employee of the relevant skills and/or reasonably achievable performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs consistent with clause 33.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- (xii) Where the employer changes its salary system, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

9. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclauses (xii) and (xiii) of Clause 17, Allowances, Additional Payments and Expenses, employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

10. Resourcing and Directing Employees

- (i) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (ii) The employer shall provide adequate staff and other resources to enable employees to carry out their duties and functions over the course of working hours that are not unreasonable.

Note in relation to Early Childhood, Education and Care employees: Schedule 2 explains the interpretation of the parties in relation to the resourcing of non-contact time for ECEC employees.

11. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;

- (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL/TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.
- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for employees.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

12. Payment for Relief Duties/Work

- (i) An employee required by the employer to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave or long service leave may be entitled to a higher rate of pay in accordance with the provisions of subclauses 23D(xi) and 23E(iii)(c) of this Award.
- (iii) An award employee who is required to relieve as a general manager shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

13. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day.
- (ii) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by direct credit to the employee's nominated account.
- (iv) The employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other amounts as the employee authorises in writing. Such payments must be made in each relevant pay period. The payments will be accompanied with a document that identifies the employee(s) in respect of whom the payments are made.
- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
 - alternative duties are available that the employee can usefully perform, or
 - the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or
 - the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.
- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

Note: In accordance with section 129(1)(a) of the *Industrial Relations Act 1996* (NSW) and regulation 10 of the *Industrial Relations (General) Regulation 2020*(NSW) an employer must keep daily records of the remuneration paid and the hours worked by employees. This includes:

- the number of hours worked by an employee during each day; and
- the times of starting and ceasing work each day.

14. Annualised Salaries

- (i) Annual salary instead of award provisions:

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay – clause 7
- (b) Use of Skills – clause 9
- (c) Performance Evaluation and Reward – clause 11
- (d) Payment for Relief Duties/Work – clause 12
- (e) Salary Sacrifice – clause 15
- (f) Allowances, Additional Payments and Expenses – clause 17
- (g) Residence – clause 19
- (h) Hours of Work – clause 20
- (i) Overtime – clause 21
- (j) Holidays – clause 22
- (ii) Annual salary not to disadvantage employees:
 - (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
 - (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
 - (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.
- (iii) An annual salary agreement must:
 - (a) be in writing and signed by both parties;
 - (b) state the date on which the arrangement commences;
 - (c) be provided to the employee;
 - (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
 - (e) be subject to an annual review;
 - (f) contain details of any salary package arrangements, including the annual salary that is payable;
 - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;

- (h) contain details of any performance pay arrangements and performance measurement indicators;
 - (i) contain the salary for the purposes of accident make up pay (if applicable); and
 - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
- (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

15. Salary Sacrifice

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.
 - (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.

- (ix)
 - (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

16. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions:
 - (a) Subject to the provisions of the *Industrial Relations Act 1996* (NSW), the employer shall make superannuation contributions to Vision Super and not to any other superannuation fund.

Note: Under the *Superannuation Guarantee (Administration) Act 1992* (Cth) superannuation guarantee contributions (SGC) for eligible employees are due every quarter, and if the minimum contributions are not paid by the due date, the employer must pay a superannuation guarantee charge and lodge a superannuation guarantee charge statement. SGC payments can be made more frequently.
- (ii) Salary Sacrifice Arrangements specific to Superannuation:
 - (a) For the purposes of this subclause:
 - i. “*Eligible employee*” means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW). For the purpose of this subclause, long service leave is deemed to accrue under the *LSL Act* at the rate of 0.867 weeks per year of service.
 - ii. “*Excess LSL*” means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).
 - iii. “*LSL*” means Long Service Leave.
 - iv. “*LSL Act*” means the *Long Service Leave Act 1955* (NSW).
 - v. “*Ordinary Time Earnings*” has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
 - vi. “*Superannuation Fund*” means the Vision Super Scheme.
 - (b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

- (c) Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.

Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out. (d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.

- (e) Notwithstanding clause 15(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

17. Allowances, Additional Payments and Expenses

(i) Level 1 Adverse Working Conditions Allowance

- (a) A level 1 adverse working conditions allowance in addition to the salary system rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
- (b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty.
- (c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:

- Administration
- Civic Centre, Recreation and Theatre
- Community Services
- Finance
- Garbage, Sanitary and Sullage
- Managing Saleyards
- Noxious Plant Inspection
- Ordinance Control
- Public Relations
- Supervising in Band 2
- Technical Services

- Works Supervisor

(d)

- (1) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 17(i)(c) and 17(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:

- Childcare employees – whilst changing nappies
- Employees whose duties involve animal destruction – whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in Operational Band 1 of this Award, who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their salary system rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.
- (b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewage to sewerage treatment plants, often in circumstances where direct contact with the raw sewage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewage is unavoidable.

Employees clearing sewer chokes and/or other parts of the sewerage system as provided above shall be paid a sewer choke allowance at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a *live sewer* shall mean part of a sewerage system that transports raw or partially treated sewage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a *sewer choke* shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 17(iv) or sewerage treatment works allowance at subclause 17(v) of this Award.

(iv) Septic Tanks

Employees shall be paid treble their salary system rate of pay for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewage is unavoidable, shall be paid at the rate of double their salary system rate of pay for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(vi) Employee Providing Tools

- (a) Where the employee and the employer agree that the employee shall supply their own tools, a tool allowance shall be paid as follows:

	PER WEEK \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

- (b) Complete Tool Kits – allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.
- (c) Special Purpose Tools – allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.
- (d) Compensation of Tools – The employer shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause:

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(vii) Telephone

Where an employee and the employer agree that a fixed line telephone installed at the employee's residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, the employer shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation, travelling and communication expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee. Travelling, accommodation and communication arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a SafeWork NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.
- (c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the *Child Protection (Working with Children) Act 2012* (NSW), the employer shall reimburse the employee for the cost of such Working with Children Check.

(x) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.
- (b) For the purposes of this subclause "normal place of work" shall mean:

- (1) the employer's workshop or depot;
 - (2) an office or building of the employer to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Unless otherwise provided, each employee will be assigned to one normal place of work only.
- (d) An employee may be assigned to more than one normal place of work by agreement.
- (e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 36, Grievance and Dispute Procedures, shall apply.
- (f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

EXCESS DISTANCE TRAVELLED	ENTITLEMENT
Less than 3kms	Nil
3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

Note: On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (j) Where the employer and employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Internal combustion motor vehicle 2.5 litres (nominal engine capacity) and over	Table 2 of Part B
Internal combustion motor vehicle under 2.5 litres (nominal engine capacity)	Table 2 of Part B
Hybrid vehicle	Table 2 of Part B
Electric vehicle	Table 2 of Part B

Such vehicle allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 36 of this Award shall be applied.
 - (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
 - (m) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (xi) **Camping Allowance**
- (a) Employees who are required by the employer to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a the rate set out in Table 2 of Part B for each night the employee camps out.
 - (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.
 - (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp should be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (x) of this clause.
 - (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than

during their ordinary hours of work they shall be paid time and a half rates for the time occupied.

(e)

(1) The employer shall provide transport for employees, who are required to camp out from the employer depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.

(2) Notwithstanding (1) above, transport may be mutually arranged between the employer and the employee(s) and shall remain at all times with those employee(s) required to camp.

(f) The employer shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.

(g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.

(h) Where reasonably practicable to do so the employer shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.

(i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.

(j) Where the employee is required to work more than five (5) hours onsite on the final day of camping out and a meal has not been provided by the employer, the employee shall be entitled to a meal allowance at the rate set out in Table 2 of Part B.

(xii) Community Language, and Signing Work

(a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the salary system rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.

(b) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.

(c) Such employees convey straightforward information relating to services provided by the employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.

(d) Such employees shall record their use of a community language according to the employer's established policy.

(e) Where an employee is required by the employer to use community language skills in the performance of their duties:

- The employer shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency
- Such training shall form part of the employer's training plan and budget, in accordance with the requirements of Clause 32 of this Award
- The employee shall be prepared to be identified as possessing the additional skill(s)
- The employee shall be available to use the additional skill(s) as required by the employer.

(f) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiii) First Aid in the Workplace

General

- (a) The parties to the Award recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- (b) All employees must be able to access a first aid kit.
- (c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- (d) Employers must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.
- (e) Employers are encouraged to make available to employees, training in basic first aid, which may include, for example, training in:
 - administering first aid;
 - Cardio Pulmonary Resuscitation (CPR); or
 - use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

First aid work allowance

- (f) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty and be in charge of a first aid kit, such employee shall be

paid a first aid allowance in addition to the salary system rate of pay, as set out in Table 2 of Part B, provided that:

- (i) if the employee works from home, they shall be paid the allowance on a pro-rata basis for each day that they attend the employer's premises.
- (ii) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with the employer's salary system.

(xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:
 - (i) for two hours or more prior to their agreed commencing time, or
 - (ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
 - (iii) after each four hours on days other than ordinary working days

provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer or where the employee is working from home.

(xv) Civil Liability – Engineering Professionals

- (a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.
- (b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002* (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.
- (c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.
- (d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:
 - the planning for;
 - designing;
 - maintenance;
 - replacing;
 - rehabilitation; or
 - disposing

of the employer's assets which may give rise to liability under the *Civil Liability Act 2002* (NSW).

- (e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.
 - (f) The parties to the Award acknowledge that implementation of this allowance has been guided by the *Joint Statement on the Implementation of the Civil Liability Allowance* issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.
 - (g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.
 - (h) This clause shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the Award was varied to give effect to this clause.
- (xvi) Professional Engineers Registration and Recognition
- (a) In this clause Registered Professional Engineer means an employee who is assessed and registered as a Registered Professional Engineer by NSW Fair Trading or other government regulatory authority.
 - (b) Where an engineering employee is required by the employer or an Act of Parliament to be accredited as a Registered Professional Engineer, the employer must:
 - (1) pay all reasonable costs associated with obtaining and/or maintaining such registration as a Registered Professional Engineer, including the cost of registration, assessment and continued professional development needed to retain such registration, and
 - (2) grant leave, without loss of pay, for the employee to attend course requirements in accordance with subclause (iv) of Clause 32, Training and Development, of this Award.
 - (c) The cost reimbursements and training requirements in subclause (b) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
 - (d) The employer may grant assistance to an engineering employee undertaking a course to obtain accreditation as a Registered Professional Engineer, although not at the employer's request, in accordance with subclause (v) of Clause 32 of this Award.
- (xvii) Registration of employees by Building Commission NSW.
- (a) Where an employee is required by the employer to be registered by Building Commission NSW under the *Building and Development Certifiers Act 2018* (NSW) the employer shall:

- (1) pay the reasonable costs associated with obtaining and/or maintaining such registration, including the cost of registration fees and compulsory continued professional development training/course fees, and
 - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 32, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

18. Motor Vehicle Arrangements

A. Vehicle Allowances

- (i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows:
 - (a) internal combustion motor vehicle 2.5 litres (normal engine capacity) and over – refer to Table 2 of Part B;
 - (b) internal combustion motor vehicle under 2.5 litres (normal engine capacity) – refer to Table 2 of Part B;
 - (c) hybrid vehicle – refer to Table 2 of Part B;
 - (d) electric vehicle – refer to Table 2 of Part B.
- (ii) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (iii) Minimum quarterly payment – Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 18A(i)(b) but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid parental leave shall not be counted when calculating the minimum quarterly payment.
- (iv) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- (v) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

B. LEASEBACK VEHICLES

- (i) General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless the employer can establish that it was not provided on such a basis at the time that it was provided.

Where an employer supplies an employee with a zero or low emissions vehicle the leaseback vehicle fee payable by the employee should reflect favourable FBT treatment where applicable.

(ii) Termination of leaseback vehicle arrangement:

- (a) **Condition of employment** – Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (b) **Not a condition of employment** – Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (c) **Other** – The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

(iii) Variation of leaseback vehicle arrangements:

- (a) **Variations to leaseback arrangements** – Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 33 of this Award, before a definite decision is made.
- (b) **Variations to leaseback fees** – Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase. The reasons must provide sufficient detail to explain the rationale for the increase to the leaseback fee.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- (c) **Variations in hours of work and/or extended periods of absence** – Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (b) above shall not apply.

In the absence of agreement, clause 36, Grievance and Disputes Procedures, shall apply.

C. NOVATED LEASES

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

19. Residence

Where an employee is supplied by the employer with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the employer and the employee. The rental value as agreed may be deducted from the pay of the employee.

20. Hours of Work**A. ORDINARY HOURS**

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:

- 38 hours within one week provided that at least two days off shall be granted; or
- 76 hours within two weeks provided that at least four days off shall be granted; or
- 114 hours within three weeks provided that at least six days off shall be granted; or
- 152 hours within four weeks provided that at least eight days off shall be granted.

- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:

- Administration;
- Building Surveying;
- Community Services (Professional/Specialist Band 3);
- Engineering (Professional and Trainees);
- Executive Band;
- Finance;
- Health Surveying;
- Library;
- Public Relations;
- Technical Services; and
- Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or
 - 70 hours within two weeks provided that at least four days off shall be granted; or
 - 105 hours within three weeks provided that at least six days off shall be granted; or
 - 140 hours within four weeks provided that at least eight days off shall be granted.
- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- (iv) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- Crematoriums and Cemeteries;
 - Road Constructions and Maintenance;
 - Sale Yards;
 - Stores and Depots;
 - Trade functions;
 - Building Surveyors;
 - Engineering (Professional and Trainees);
 - Finance;
 - Health Surveyors;
 - Town Planning; and
 - General Administration
- (a) The employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s); and
- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s).
- (c) Employees employed prior to 1 July 2014 in the functions of Crematoriums and Cemeteries; Road Construction and Maintenance; Sale Yards; Stores and Depots; and Trade Functions, whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.

- (d) Employees employed prior to 1 July 2020 in the functions of Building Surveyors; Engineering (Professional and Trainees); Finance; Health Surveyors; Town Planning; and General Administration, whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:
 - the employee's personal circumstances including any family and carer responsibilities; and
 - the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 36, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the *days* that an employee is required to work.

- (vi) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, Clause 21A Overtime shall apply.
- (vii) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.
- (viii) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the hourly salary system rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the hourly salary system rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the hourly salary system rate of pay for work on a Saturday and a 100% penalty in addition to the hourly salary system rate of pay for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Crematoriums and Cemeteries;

- Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Road Construction and Maintenance;
 - Sale Yards;
 - Sanitary;
 - Sewerage;
 - Stores and Depots;
 - Sullage;
 - Trade functions;
 - Waste; and
 - Water.
- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, the employer shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the hourly salary system rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Subject to subclause 20C(iii), employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the hourly salary system rate of pay for the actual time worked outside the following times:

Aerodromes	5:00am to 10:00pm
Caretakers	5:00am to 10:00pm

Childcare and community care	5:00am to 8:00pm
Cleaners	5:00am to 9:00pm
Entertainment, Events, Theatres and Hospitality	5:00am to 11:00pm
Libraries	8:00am to 9:00pm
Leisure Centres	5:00am to 11:00pm
Media and communication	5:00am to 11:00pm
Museums and galleries	5:00am to 9:00pm
Parking Station Attendants	6:00am to 10:00pm
Pools	5:00am to 11:00pm
Rangers and parking officers	5:00am to 10:00pm
Security/watchpersons	5:00am to 10:00pm

- (iii) Notwithstanding the provisions in subclause 20C(ii), employees employed prior to 1 July 2020 in the following functions shall retain their entitlement to a shift penalty in addition to their hourly salary system rate of pay as it existed under the *Local Government (State) Award 2017*:
- (a) Childcare and community care;
 - (b) Entertainment, Events, Theatres and Hospitality;
 - (c) Media and communication; and
 - (d) Museums and galleries.
- (iv) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (v) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under clause 17(ii) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).
- (vi) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 20C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
- (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

21. Overtime

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

Note in relation to Early Childhood, Education and Care Centres: Schedule 2 explains the interpretation of the parties in relation to the opening and/or closing of ECEC centres.

- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who:
 - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
 - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,

shall be released after the 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 an employee is instructed to resume work without receiving the ten consecutive hours off duty, the employee shall be paid at double time until released from duty and then shall be entitled to a ten-hour break without loss of pay.

Remote response – This subclause shall not apply where an employee works for less than four hours remote response on any one day.

- (vi)
 - (a) Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
 - (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
 - (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,

- (2) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
- (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11:00 pm.
- (viii)
 - (a) Subject to paragraph (b), the employer may require an employee to work reasonable overtime at overtime rates.
 - (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:
 - any risk to the employee;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the workplace;
 - the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - any other matter.

B. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with Clause 21A of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 17(xv) of this Award agree

to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.

(iv) An Excess Hours Agreement is subject to the following conditions:

(a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfil the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:

- (1) reasonable ways to reduce the excess unpaid hours or
- (2) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.

(b) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.

(c) The Excess Hours Agreement must:

- (1) be in writing;
- (2) name the parties to the agreement and be signed by the employer and the individual employee;
- (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
- (4) state the date the agreement commences to operate.

(d) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours would result in the employee working hours which are unreasonable. For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- any risk to the employee;
- the employee's personal circumstances including any family and carer responsibilities;
- the needs of the workplace;
- the notice, if any, given by the employer of the requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
- any other matter.

- (e) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
 - (f) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
 - (g) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
- (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

C. ON CALL

- (i) The on-call allowance compensates employees for the requirement to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- (ii) Subject to subclause (iv) of this clause, employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 20, Hours of Work, shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iii) Subject to subclause (iv) of this clause, employees required to be on call on days other than their ordinary working days shall be paid an on-call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (iv) The on-call allowances in subclauses (ii) and (iii) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (v) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond in a timely manner. Employees who are unable to respond in a timely manner may at the discretion of the employer be removed from an on-call roster.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for the actual time worked. Subject to subclause 21C(vii), actual time worked shall be deemed to include 'travelling time' by the most direct route from:
 - (a) the location where an employee departs to the place of overtime work, and
 - (b) the place of overtime work to the employee's normal place of residence.

- (vii) Where an employee resides outside of the employer's local government area, the employer and employee may agree, in writing, that the 'travelling time' to and from the place of overtime work commences and ends at the boundary of the employer's local government area, provided that an employee who was required to be included on the on-call roster as at 1 July 2020 and whose residence was located outside of the employer's local government area shall not suffer any reduction to their award entitlement for recognition of travel time while the employee continues to reside at that residence.
- (viii) Unless otherwise provided, the overtime paid to an employee that is required to return to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out inclusive of paid travel time.
- (ix) On call employees are not subject to the minimum payment provisions of a public holiday. For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

D. CALL BACK

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

E. REMOTE RESPONSE

- (i) An employee who is in receipt of an on call allowance and available to immediately:

- (a) respond to phone calls or messages;
- (b) provide advice ('phone fixes');
- (c) arrange call out/rosters of other employees; and
- (d) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work.

Note: subclause 21C(vi) applies where an on-call employee is recalled to work.

- (ii) An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause.

F. RIGHT TO DISCONNECT

- (i) Employees have a right to disconnect from work during non-working time.
- (ii) Supervisors and managers must respect employees' periods of leave and rest days and right to disconnect from work during non-working time.
- (iii) Employees (other than on-call employees) are not required to read or respond to work emails or phone calls outside their working hours.
- (iv) The provision of a mobile phone or laptop computer to an employee does not mean they are on-call or expected to be available outside their working hours.

22. Holidays

A. GENERAL

- (i) Public holidays are provided for in the *Public Holidays Act 2010* (NSW) as amended from time to time. This clause supplements or deals with matters incidental to the *Public Holidays Act 2010* (NSW).
- (ii) Employees who are Aboriginal and Torres Strait Islanders shall be entitled to one public holiday day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Where a public holiday falls on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a public holiday, the employee shall be paid at double time and a half inclusive of payment for the day.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Except as otherwise provided, where an employee, other than a casual, is required to work on a public holiday, the employee shall be paid a minimum payment of four hours worked. A casual employee will not be offered work on a public holiday if a permanent employee is available to work on the public holiday.
- (vii) Where an employee is required to work ordinary hours on a public holiday, the employer and the employee may agree that the employee be paid time and a half for the hours worked on the public holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each public holiday worked. Such leave shall be taken at a mutually convenient time.
- (viii) If a rostered day off falls on a public holiday, the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.

- (ix) An employee who prior to the operative date of this award was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.
- (x) The employer may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:
 - (a) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
 - (1) time in lieu for work on public holidays; and
 - (2) time in lieu of overtime under subclause 21A(vi)(a).
 - (b) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

B. UNION PICNIC DAY

- (i) Union Picnic Day shall for all purposes of this Award be regarded as a public holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between the employer and the union(s).
- (ii) The union(s) shall advise the employer of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- (iii) Employees who are not financial members of the union(s) and who *are* required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

23. Leave Provisions

A. SICK LEAVE

- (i) Employees engaged at Early Childhood Education and Care facilities, family day care services, home care services and at aged care facilities, who are unable due to illness or injury to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at ordinary pay. All other employees shall, from the first anniversary date following the making of this Award, be entitled during each year of service to sick leave of 2 weeks at ordinary pay.

Note: In addition to sick leave, an employee (other than a casual) is entitled to Emergency Services Leave, Annual Leave, Long Service Leave, Bereavement Leave and MyLeave in accordance with subclauses 23C, 23D, 23E, 23H and 23L.

- (ii)
 - (a) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration at Early Childhood Education and Care facilities, family day care services, home care services or aged care facilities, the employee shall be entitled to one (1)

- weeks of sick leave on commencement. The employee shall be entitled to a further one (1) weeks of sick leave after each four (4) months of continuous service.
- (b) Where a person is employed on a fixed term or temporary basis of less than twelve (12) months duration (in any functions other than those outlined in subclause (ii)(a)), the employee shall be entitled to one (1) week of sick leave on commencement. The employee shall be entitled to a further one (1) week of sick leave after six (6) months of continuous service.
 - (iii) The entitlement to sick leave is subject to the employer being satisfied that the illness or injury:
 - (a) is such that it justifies the time off; and
 - (b) does not arise from engaging in other employment.
 - (iv) The employer may only require an employee to provide proof that the illness or injury is such that it justifies the time off work, if:
 - (a) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and
 - (b) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
 - (v) The type of proof of injury or illness required by the employer must be reasonable having regard to the circumstances of the employer and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
 - (vi) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.
 - (vii) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
 - (viii) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
 - (ix) Accumulated sick leave shall be transferable on change of employment from employer to employer within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the employer and appointment to the service of another employer does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
 - (x) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.

- (xi) Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (xii) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health (whether by resignation, retirement, death or otherwise) and where such entitlement existed as at 15 February 1993 the following provisions shall apply
 - (a) In the event of the termination of service of an employee on account of ill health and the employer is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
 - (b) When the service of an employee is terminated by death, the employer shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
 - (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987* (NSW).
 - (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).
- (xiii) This sub-clause applies where an employer is satisfied that an employee has a terminal illness being a diagnosed disease or condition which cannot be cured and is likely to lead to death. The sub-clause is also limited in application to those employees who are not covered by subclause (xi) above. In the event that such an employee is unable to attend work or perform the duties of the position in the foreseeable future on account of their condition, then the employee shall be entitled to request continued access to the employee's accrued sick leave until the leave is exhausted, the employee dies or the employee uses 48 weeks of accrued sick leave whichever occurs first. The employer shall not unreasonably refuse such a request.

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23A, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (ii)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than two weeks carers leave in any year of service is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 36 of this Award should be followed.

- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The employer may require the employee to provide proof of the need for carer's leave as follows:
 - (a) less than two weeks – Where less than two weeks carers leave in any year of service is sought to be used for caring purposes the employer may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) more than two weeks – Where more than two weeks carers leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (v) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse, de facto partner, child (including an adopted child, a stepchild, foster child or an ex nuptial child), parent (including a foster parent, stepparent and legal guardian), grandparent, grandchild or sibling (including half, foster and step sibling) of the employee; or
 - (2) a child (including an adopted child, a stepchild, foster child or an ex nuptial child), parent (including a foster parent, stepparent and legal guardian), grandparent, grandchild or sibling (including half, foster and step sibling) of a spouse or de facto partner of the employee; or
 - (3) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a person who is ill or who requires care due to an unexpected emergency.
- (vii) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(viii) Carer's Entitlement for Casual Employees:

- (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) 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 (v)(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) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 21A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at ordinary pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 23D, Annual Leave and Clause 23J, Special Leave of this Award.
- (xii) An employee, other than a casual employee, with responsibilities for an assistance animal, may in accordance with this subclause, use any current or accrued sick leave entitlement, for absences where an assistance animal that is ill or injured requires veterinary care.

For the purposes of this subclause an 'assistance animal' is defined in a manner consistent with section 9 of the *Disability Discrimination Act 1992* (Cth) to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained:

- (a) to assist a person with a disability to alleviate the effect of the disability; and
- (b) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

C. EMERGENCY SERVICES LEAVE

- (i) Subject to subclause (ii) of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per year of service from their accrued sick leave balance to participate in such activity.
- (ii) An employee is not entitled to paid emergency services leave under this clause if:

- (a) the employee has less than 12 months continuous service with the employer; or
- (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.

Note: An employee who does not qualify for Emergency Services Leave under this clause may apply for Special Leave under clause 23J of this Award.

- (iii) For the purposes of this clause, an employee engages in a ‘voluntary emergency management activity’ if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or
 - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (iv) For the purposes of this clause, a ‘recognised emergency management body’ is:

- (a) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (b) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.

- (v) For the purposes of this clause, an ‘emergency’ means an event, actual or imminent, which endangers or threaten to endanger life, property or the environment and which requires a significant and coordinated response.

- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

D. ANNUAL LEAVE

Amount of Annual Leave

- (i) For each year of service an employee (other than a casual) is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

Accrual of leave

- (ii)
 - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) Paid annual leave accrues up to when the employment ends.

Taking paid annual leave

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Annual leave at full pay, half pay or double pay

- (v)
 - (a) This subclause applies to an employee who is an employee of a 'council' within the meaning of the *Local Government Act 1993* (NSW).
 - (b) An employee who is entitled to annual leave may, with the consent of the employer, take annual leave:
 - (1) on full pay; or
 - (2) on half pay; or
 - (3) on double pay.
 - (c) When an employee takes annual leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay – the number of days so taken; or
 - (2) a period of leave on half pay – half the number of days so taken; or
 - (3) a period of leave on double pay – twice the number of days so taken.
 - (d) When an employee takes annual leave, the period of service for the purpose of leave accruals shall be as follows:
 - (1) a period of leave on full pay – the number of days so taken; or

- (2) a period of leave on half pay – half the number of days so taken; or
- (3) a period of leave on double pay – the number of days so taken.
- (e) The entitlement to taken annual leave at double pay is only available to an employee if, after taking the period of leave, the employee will have an accrued annual leave entitlement of not less than four (4) weeks.
- (f) Employees that take annual leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (g) Where a public holiday falls during a period of annual leave at half pay, the public holiday shall also be paid at half pay.

Payment in lieu of annual leave

- (vi)
 - (a) This subclause applies to an employee who is an employee of a ‘council’ within the meaning of the *Local Government Act 1993* (NSW).
 - (b) An employee and an employer may agree to a payment in lieu of a period of annual leave to which the employee is entitled only if:
 - (1) after the payment the employee will have an accrued annual leave entitlement of not less than four (4) weeks; and
 - (2) the payment in lieu of a period of annual leave is not less than the employee’s ordinary pay.
 - (c) Periods of annual leave that are cashed out shall not attract any accruals.
 - (d) Employees that are paid in lieu of annual leave shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

Requirement to take annual leave

- (vii) The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave;
 - (b) a period of annual close-down of up to and including two (2) weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee’s skill, competence and training for the whole or part of the close-down.

- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.
- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (5) Any arrangements concerning annual close down made under previous Awards will continue to apply unless otherwise agreed, provided that any request to change the arrangement shall not be unreasonably refused.

Employee not taken to be on paid annual leave on Public Holidays

- (viii) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

Payment for annual leave

- (ix) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

Resignation or termination of employment

- (x) On resignation or termination of employment, the employer shall pay to the employee their ordinary pay for all accrued untaken annual leave.

Varying rates of pay

- (xi) Where an employee receives a varying rate of ordinary pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary pay shall be deemed to be the average weekly ordinary pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

Recrediting annual leave

- (xii)
 - (a) An employee who becomes ill or injured whilst on annual leave is entitled to have the leave recredited and replaced with sick leave subject to the employer being satisfied that:
 - (1) the illness or injury resulted in the employee being unable to derive benefit from the leave, and
 - (2) the illness or injury did not arise from the employee engaging in other employment, and
 - (3) the period of illness or injury is at least five (5) consecutive working days, and
 - (4) the employee will be returning to work at the conclusion of the leave; and
 - (5) the employee has enough sick leave to cover the period of illness or injury.

- (b) The employer may require the employee to provide satisfactory medical evidence to justify the recrediting of the annual leave.

E. LONG SERVICE LEAVE

(i)

- (a) An employee (other than a casual) shall be entitled to Long Service Leave at ordinary pay as follows:

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) A casual employee shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW), provided that in calculating the employee's long service leave entitlement there shall be a deduction of the long service leave accrued as a casual employee prior to 1 July 2023.

Note: prior to 1 July 2023 the casual loading compensated casual employees for long service leave.

- (c) Where an employee (other than a casual) has completed more than five years' service with the Employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (d) Where an employee (other than a casual) has completed more than five (5) years of service with the Employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

(ii)

- (a) An employee (other than a casual) who is entitled to long service leave may, with the consent of the Employer, take long service leave:

- (1) on full pay; or
- (2) on half pay; or
- (3) on double pay.

- (b) When an employee (other than a casual) takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay – the number of days so taken; or

- (2) a period of leave on half pay – half the number of days so taken; or
 - (3) a period of leave on double pay – twice the number of days so taken.
 - (c) When an employee (other than a casual) takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - (1) a period of leave on full pay – the number of days so taken; or
 - (2) a period of leave on half pay – half the number of days so taken; or
 - (3) a period of leave on double pay – the number of days so taken.
 - (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (iii)
- (a) Long service leave shall be taken at a time mutually convenient to the Employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The Employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
 - (b) Payment to an employee proceeding on long service leave shall be made by the Employer at the employee's ordinary pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
 - (c) Where an employee (other than a casual) receives a varying rate of ordinary pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary pay shall be deemed to be the average weekly ordinary pay earned during the period actually worked over the 12 months immediately preceding the long service leave or the right to payment under this clause.
 - (d) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.
- (iv)
- (a) For the purpose of calculating long service leave entitlements (for employees other than casuals) in accordance with subclause (i) of this clause all prior continuous service with any other Employer within New South Wales shall be deemed to be service with the Employer by which the employee is currently employed.
 - (b) For employees other than casuals, continuity of service shall be deemed not to have been broken by transfer or change of employment from one Employer to another provided the period between cessation of service with one Employer and appointment to the service of another Employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one Employer and appointment to the service of another Employer.

- (v)
 - (a) An employee (other than a casual) who is entitled to long service leave, may, with the consent of the Employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955*, (the “LSL Act”). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
 - (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the Employer and the employee.
- (vi) For the purpose of this clause, service shall include the following periods:
 - (a) Any period of service with any of His Majesty's Forces provided that the employee enlisted or was called up direct from the service of the Employer.
 - (b) In the case of an employee, transferred to the service of an Employer of a new or altered area - any period of service with the Employer from which such employee was transferred.
 - (c) Service shall mean all service with the Employer irrespective of the classification under which the employee was employed.
- (vii) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the Employer as service at the time leave was taken.
- (viii) When an employee (other than a casual) transfers from one Employer to another, the former Employer shall pay to the newly employing Employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former Employer and the newly employing Employer, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. However, an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the Employer(s). A statement showing all prior continuous service with the Employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the Employer 's Long Service Leave Record.
- (ix) The Employer which has received under subclause (viii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing Employer(s) shall if the employee subsequently leaves the service of that employing Employer to seek employment outside New South Wales Local Government before a long service leave entitlement has become due, refund to such previously employing Employer(s) the amount paid.
- (x) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 22, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.

- (xi) When the service of an employee is terminated by death the Employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xii) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same Employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.
- (xiii)
 - (a) An employee who becomes ill or injured whilst on long service leave is entitled to have the leave recredited and replaced with sick leave subject to the Employer being satisfied that:
 - (1) the illness or injury resulted in the employee being unable to derive benefit from the leave, and
 - (2) the illness or injury did not arise from the employee engaging in other employment, and
 - (3) the period of illness or injury is at least five (5) consecutive working days, and
 - (4) the employee will be returning to work at the conclusion of the leave; and
 - (5) the employee has enough sick leave to cover the period of illness or injury.
 - (b) The Employer may require the employee to provide satisfactory medical evidence to justify the recrediting of the long service leave.

F. UNPAID PARENTAL LEAVE AND NO SAFE JOB LEAVE

Relationship with federal legislation – Clauses 23F and 23G of this Award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and
- (ii) the Paid Parental Leave Act 2010 (Cth).

Note:

Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

G. PAID PARENTAL LEAVE

- (i) An employee can elect to receive one of the following parental leave options in connection with the birth, adoption, **surrogacy arrangement** or placement of a child born, adopted, **verified by way of a parentage order** or placed on or after 1 July 2026, if the employee meets the relevant eligibility criteria:
 - Option 1: Parental Leave Make-Up-Pay (inclusive of Services Australia Parental Leave Payments) as provided for at subclause 23G(ii) of the *Local Government State Award 2023* (IG 394 658). This option must be commenced by an employee prior to 30 June 2029.

- Option 2: Paid Parental Leave as detailed in subclauses 23G(ii)-(xiii) of this Award.
- (ii) An employee who has completed at least 12 months' continuous service (at the expected date of birth, time of adoption, time of altruistic surrogacy or the ongoing placement of a child) is entitled to 14 weeks paid parental leave (or 28 weeks at half pay) if the leave is associated with:
 - (a) the birth of a child (or children in the case of a multiple birth) of the employee, the employee's partner or the employee's legal surrogate, the adoption of a child (or children) under 18 years of age by the employee or the employee's partner, or the ongoing placement of a child (or children) under 18 years of age with the employee or the employee's partner; and
 - (b) the employee is responsible for the care of the child or young person.
 - (iii) Payment for paid parental leave is to be based on the employee's ordinary pay applicable prior to the commencement of the leave period. Permanent part time employees will be paid on a pro-rata basis calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's ordinary pay in the 12 months immediately prior to the employee commencing paid parental leave.
 - (iv) A period of paid parental leave shall be counted as service for the purposes of **MyLeave**, long service, annual and sick leave accruals and superannuation.
 - (v) Requalification period – An employee shall not be entitled to a further period of paid parental leave unless the employee has returned to work for the employer, or is on a period of approved leave, for at least 3 months since their previous period of paid or unpaid parental leave.
 - (vi) Paid parental leave shall be exclusive of public holidays.
 - (vii) Where a public holiday falls during a period where the employee has taken paid parental leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of paid parental leave at half pay on a proportionate basis.

Evidence Requirements

- (viii) To access paid parental leave, the employee must provide the employer with evidence of the birth, adoption, altruistic surrogacy, or the ongoing placement arrangement:
 - (a) for birth-related leave – a medical certificate showing the expected birth date of the child or children; or
 - (b) for adoption-related leave – in integrated birth certificate, or certificate of adoption; or
 - (c) for altruistic surrogacy-related leave – provision of documentary evidence of the altruistic surrogacy agreement and a statutory declaration advising of the intention to make application for a parentage order as required under the *Surrogacy Act 2010* (NSW). A copy of the parentage order must be provided as soon as it is obtained; or
 - (d) for ongoing placement related leave – provision of confirmation of placement letter from the Department of Communities and Justice (DCJ) or an accredited agency. A copy of the legal order must also be provided as soon as it is obtained. The confirmation of the placement letter should confirm:

- (1) the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person who is subject to a legal order allocating parental responsibility to the Minister; or
- (2) the employee is an authorised foster carer or relative/kinship carer who is or will be providing continuous care on an ongoing basis for a child or young person for whom they hold parental responsibility under a legal order, including a guardianship order; and
- (3) the start date of the placement.

Notice Requirements

- (ix) Unless otherwise agreed, to access paid parental leave, the employee must provide 10 weeks' notice prior to commencing paid parental leave. The notice must state:
 - (a) the period of leave being sought, including the anticipated date of return to work; and
 - (b) that the employee will have responsibility for the care of the child (or children) for the period during which they are seeking the paid parental leave.

Flexibility for taking Paid Parental Leave

- (x) While an employee's eligibility for paid parental leave is determined at the time of birth, adoption, altruistic surrogacy or ongoing placement, the employee and the employer may agree to use paid parental leave at any time within the 24 months from the date of birth, adoption, altruistic surrogacy or ongoing placement.
- (xi) An employee may request to use their paid parental leave in a manner other than a single continuous period.

Concurrent Parental Leave

- (xii) Paid parental leave may be taken concurrently except in circumstances where both parents are employed by the same employer.
- (xiii) Where both parents are employed by the same employer the employees may take up to four (4) weeks of paid parental leave concurrently with their partner.

H. BEREAVEMENT LEAVE

- (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:
 - (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family.
- (ii) For the purposes of this clause, "*immediate family*" shall mean the following:
 - (a) a spouse or de facto partner of the employee;

- (b) a child of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010*);
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a grandparent of the employee;
 - (g) a child of the spouse or de facto partner of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010*);
 - (h) a parent of the spouse or de facto partner of the employee;
 - (i) a sibling of the spouse or de facto partner of the employee;
 - (j) a grandchild of the spouse or de facto partner of the employee;
 - (k) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, "*extended family*" shall mean the following:
- (a) a niece of the employee;
 - (b) a nephew of the employee;
 - (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the spouse or de facto partner of the employee;
 - (f) the spouse or de-facto partner of a sibling of the employee;
 - (g) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (i) to (iv) of Clause 23H, Bereavement Leave.
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

I. OTHER PAID LEAVE

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

- (a) An eligible employee shall be entitled to up to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- (b) For the purpose of this clause relevant training for eligible employees is training directly related to:
 - (1) Eligible employees' rights and responsibilities in their capacity as union delegates;
 - (2) Understanding this Award, enterprise agreements, council agreements, and council policies;
 - (3) Grievance and dispute procedures, and disciplinary procedures;
 - (4) Code of Conduct;
 - (5) Bullying, harassment, and discrimination.
- (c) Such leave will be available to an individual eligible employee once only during their employment, provided that the employer shall not unreasonably refuse additional training where:
 - (1) There is a change in relevant provisions of this Award; or
 - (2) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.
- (d) An eligible employee is defined as a full-time or part-time employee:
 - (1) Who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
 - (2) Who has completed 12 months continuous service with the current employer, unless otherwise agreed.
- (e) An eligible employee must comply with the following notice requirements:
 - (1) Provide the employer with at least four (4) weeks prior notice in writing of their request to attend a training course;
 - (2) Outline details of the type, content and duration of the course to be attended in the written notice.

- (f) The employer will consider a request for leave in accordance with this clause having regard to:
 - (1) The operational requirements of the employer; and
 - (2) The capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
 - (g) An employer must not unreasonably refuse to agree to a request by the employee to take training leave.
 - (h) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary pay for such absence.
 - (i) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
 - (j) Nothing in this subclause prevents an employer and employee from agreeing to additional union training leave either with or without pay.
 - (k) Leave granted pursuant to this clause counts as service for all purposes of this award.
- (iii) Union Conference Leave

Accredited delegates to the unions' annual conferences shall be granted paid leave for the duration of the conference provided that the employer's operational requirements are met and the union notifies the employer of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

J. SPECIAL LEAVE

- (i) The employer may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
 - (a) leave for victims of family and domestic violence; or
 - (b) leave for engaging in a voluntary emergency management activity; or
 - (c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
 - (d) leave to attend to duties as a member of the Australian Defence Force, provided such leave is consistent with the *Defence Reserve Service (Protection) Act 2001*.

Note: Section 31 of the *Defence Reserve Service (Protection) Act 2001* provides that the period of absence on defence service other than "continuous full-time defence service is taken to be paid service in employment.

- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

K. PAID FAMILY AND DOMESTIC VIOLENCE LEAVE

- (i) Subdivision CA of Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) forms part of this Award.

Note:

- Division 2A of Part 6-3 of the *Fair Work Act 2009* (Cth) extends federal entitlements to family and domestic leave to all employers/employees, including NSW local government employers/employees.
- Under the *Fair Work Act 2009* (Cth) all employees can access 10 days of paid family and domestic violence leave during each 12-month period of employment. This includes part-time and casual employees. The entitlement does not accumulate from year to year.

L. MYLEAVE

- (i) Subject to this clause, an employee (other than a casual) shall be entitled to 1 week of MyLeave at ordinary pay during each year of service. MyLeave becomes available upon commencement or on each anniversary following the making of this Award.
- (ii) MyLeave may be used by an employee for any purpose or activity and may be taken flexibly, in blocks of single or multiple hours or single or consecutive days.
- (iii) Where practicable an employee must provide the Employer with advance notice of the intention to take MyLeave. Where an employee seeks to take more than 1 day of MyLeave consecutively, the Employer and employee shall agree on the period, provided that such agreement shall not be unreasonably refused.
- (iv) MyLeave does not accumulate or accrue from year to year and is not paid out on termination of employment.
- (v) An employee who is entitled to MyLeave can elect in writing that some, or all, of their unused MyLeave days be converted to sick leave (before it expires). Once such an election has been made it cannot be reversed.
- (vi) Subject to exceptional circumstances, an employee's election to convert unused MyLeave days to sick leave must occur at least a month prior to the employee's anniversary date.
- (a) To facilitate the election in subclause (v) an Employer is required once a year to provide:
- (1) Notification (unless it is otherwise readily accessible) of an employee's anniversary date; and
 - (2) Notification of the right to elect to convert unused MyLeave days.
- (vii) Transitional arrangements:
- (a) An employee's entitlement to MyLeave is realised on the employee's anniversary each year.
- (b) For the period between 1 July 2026 and an employee's next anniversary, the entitlement to MyLeave will be calculated as follows for a full-time employee:
- One (1) day of MyLeave should the employee's anniversary fall in July or August 2026;

- Two (2) days of MyLeave should the employee's anniversary fall in September or October 2026;
 - Three (3) days of MyLeave should the employee's anniversary fall in November or December 2026;
 - Four (4) days of MyLeave should the employee's anniversary fall in January or February 2027;
 - Five (5) days of MyLeave should the employee's anniversary fall in March to June 2027.
- (c) Part-time employees shall receive a transitional entitlement to MyLeave as outlined in subclause (vii)(b) above on a pro-rata basis.
- (viii) The transitional MyLeave entitlements referred to in subclause (vii) do not accrue and expire upon an employee's first anniversary following the making of the Award.

24. Flexibility for Work

- (i) In recognition of the commitment to provide flexibility for work, family responsibilities, the ageing workforce in local government and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their work, family responsibilities or transition into retirement.

Requests for a change in working arrangements

- (ii) An employee (other than a casual) may request a change in working arrangements including but not limited to:
- (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) job redesign;
 - (i) variations to ordinary hours and rosters;
 - (j) purchased additional annual leave arrangements;
 - (k) remote work arrangements (e.g. working from home arrangements); and
 - (l) arrangements to accommodate breastfeeding women.
- (iii) The employee's request must be in writing and include:

- (a) the nature of the proposed change (i.e. relevant details);
- (b) the reason(s) for the proposed change;
- (c) likely effects of the proposed change; and
- (d) such other information as is reasonable in the circumstances.

Mutual duty to discuss requests for changes in working arrangements

- (iv) The employee and employer must discuss requests for changes in working arrangements as soon as practicable, give prompt consideration to any issues/concerns raised in relation to the request, and explore measures to avert or mitigate any adverse effects of the proposed change.

Responding to a request for changes in working arrangements

- (v) The employer has a right to approve or refuse an employee's request for a change in working arrangements provided that any such refusal is not unreasonable.
- (vi) The employer is to provide a response within 28 days. Failure to provide a response within 28 days may be used as evidence that an employer's refusal is unreasonable.
- (vii) If sought by the employee, the employer must provide the employee with its reason(s) in writing for refusing their request for a change in working arrangements.
- (viii) The terms of agreed changes in working arrangements must be in writing and should include but not be limited to, the nature of the change, the duration of the change and a review date (if relevant).
- (ix) If an extension or variation to the change in working arrangements is sought by an employee, the employee must provide the employer with notice and the provisions of subclauses 24(v)-(vii) shall apply.

25. Health and Wellbeing

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs.
 - (a) the granting of paid leave under this clause is at the discretion of the employer; and
 - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
 - (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

26. Part-Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 20, Hours of Work of this Award.

- (ii) Prior to commencing part-time work the employer and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The salary system rate of pay in accordance with this Award.
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vi) A part-time employee may work more than their regular number of hours at ordinary pay by agreement. Where an employee works hours outside the spread of hours in clause 20, Hours of Work of this Award, the provisions of clause 21, Overtime, shall apply.
- (vii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (vii) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (ix) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

27. Casual Employment

- (i) A casual employee shall mean an employee engaged on a day-to-day basis.
- (ii)
 - (a) A casual employee shall not:
 - (1) replace an employee of the employer on a permanent basis; or
 - (2) be engaged by the employer on a permanent basis.
 - (b) An employee engaged under this clause for a period in excess of 12 months may request that the employer review the nature of their engagement.
 - (1) A review under subclause (ii)(b) shall examine whether or not the position is more appropriately filled by a permanent employee. In undertaking this review the employer shall have regard to the following matters:

- the genuine operational reasons that align with the nature of the role;
- the service requirements of the position;
- the seasonal nature of the role;
- if the position is contingent upon external funding; and
- any other relevant matter.

- (2) As a result of a review conducted under subclause (ii)(b) an employee may be invited to apply for a permanent position with the employer.
- (iii) A casual employee shall be paid the hourly salary system rate of pay for ordinary hours worked in accordance with clause 20, Hours of Work.
- (iv) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 20B. The penalties are calculated on the hourly salary system rate of pay.
- (v) Casual employees who work outside the relevant spread of hours identified at clause 20C(i) and (iii) are entitled to a shift penalty. The penalty is calculated on the hourly salary system rate of pay.
- (vi) Subject to clause 21A(viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 20, Hours of Work.
- (vii) In addition to the amounts prescribed by subclause (iii) of this clause, a twenty-five percent loading, calculated on the hourly salary system rate of pay, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of annual leave, sick leave and severance pay. Casual loading is not payable on overtime.
- (viii) Casual employees engaged on a regular and systematic basis shall have access to annual assessment under the employer's salary system.
- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 23B.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (v) of Clause 23H of this Award.

28. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
- (a) Job sharing shall be entered into by agreement between the employer and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer and the job sharers shall agree on the allocation of work between job sharers.

- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with clause 20, Hours of Work of this Award.
 - (b) The job sharers in conjunction with the employer shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by the employer to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at ordinary pay by agreement. Where an employee works hours outside the spread of hours in clause 20, Hours of Work of this Award the provisions of clause 21, Overtime, shall apply.
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (x) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the employer.

29. Labour Hire

- (i) Labour hire staff employed by a labour hire business shall not be engaged on a permanent basis in work functions ordinarily filled by permanent employees of the employer. In ensuring that labour hire staff are not engaged on a permanent basis the employer shall review the use of labour hire services on an annual basis.
- (ii) This clause does not apply to the employment of apprentices and/or trainees by a group training business.
- (iii) For the purpose of this clause:

- (a) a “labour hire business” is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
 - (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer’s organisation structure;
 - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer’s employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - (3) the business is a bona fide contractor providing both equipment and employees to the employer; or
 - (4) the business is another entity covered by this Award.
- (b) a “group training business” is a bona fide group training 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 apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.
- (iv) Notwithstanding the provisions of subclause (i), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

30. Multiple Employment

Where an employee is employed in a second position with the employer the second position shall, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

31. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1/Level 1 are minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1/Level 1 for levels T1 to T4 are payable to juniors (15-20 years old).
- (ii) A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rates of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service, provided that an employee who is 21 years old or over must be placed at no less than T5.
- (iv) If the employment is to be continued beyond the training period upon the successful completion of training, the employee shall proceed to the appropriate band and level in the structure.
- (v) In addition to the vocational training direction, the employer shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED TRAINEES AND APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001* (NSW).
- (ii) The hourly rates for school based trainees/apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 20, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based trainee/apprentice is a full time school student, the time spent in off-the-job training for which the school based trainee/apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based trainees/apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school-based trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) Part E of this clause does not apply to apprentices or trainees who are already trained and job ready.
 - (b) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
 - (c) Trainees shall not displace existing employees from employment.
- (ii)
 - (a) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
 - (b) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (iii) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (vi) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.
- (vii) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant employer and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.
- (viii) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (ix)
 - (a) The employer shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the employer chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (x) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.

- (xi) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this Award or any other legislative entitlements.
- (xii) Wages:
 - (a) The minimum weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
 - (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

32. Training and Development

- (i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with opportunities through appropriate education and training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills in accordance with employers' training plans.
- (ii)
 - (a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (1) be consistent with the employer's training plan
 - (2) enable employees to acquire the range of skills they are required to apply in their positions
 - (3) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
 - (4) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - (i) 10 hours per annum, or
 - (ii) in accordance with legislated CPD requirements, whichever is the greater.
 - (b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.
- (iii) Organisation Training Plan and Budget
 - (a) The employer shall develop an organisation training plan and budget consistent with:

- (1) the current and future skill requirements of the employer.
 - (2) the size, structure and nature of the operations of the employer.
 - (3) the need to develop vocational skills relevant to the employer and the Local Government industry.
 - (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
 - (c) The organisation training plan shall be designed in consultation with the consultative committee.
 - (d) The organisation training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
 - (e) The organisation training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) Training Plans for Positions
- (a) Subject to subclause (iv)(b) of this clause, employers may develop training plans for positions (or for individual employees).
 - (b) If requested by an employee (other than a casual or temporary employee) the employer must develop a training plan for the employee.
- (v) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
- (a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - (d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) reasonable travel arrangements shall be agreed; and
 - (f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (vi) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend

course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.

- (vii) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

33. Consultative Committees

A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each employer which shall:

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of the employer's workforce and agreed to by the employer and the local representatives from the following unions: USU; depa and the LGEA and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at the employer.
- (iii) Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. SCOPE OF CONSULTATIVE COMMITTEES

- (i) The functions of the consultative committee include:
 - (a) Award implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
 - (i) local government reform

- (j) proposed variations to leaseback vehicle arrangements
- (k) health and wellbeing programs.
- (l) the benefits and challenges associated with the adoption and use of artificial intelligence in the workplace.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 36, Grievance and Disputes Procedures.

D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to the employer should note the dissenting views.
- (ii) The consultative committee shall meet as required.

34. Appointment and Promotion

- (i) Where an employer is required by section 348 of the *Local Government Act 1993* (NSW) to advertise a position within the organisation structure of the employer, prior to advertising the position externally, the employer may consider advertising the position internally if such an approach enables suitably qualified persons to apply for the position.
- (ii) Where a job applicant for a position is unsuccessful, they may request the reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s).
- (iii) Where an employee has applied for a position and their application is unsuccessful, they may request a review of their individual education and training needs.

35. Term Contracts

- (i) The employer may only employ a person on a term contract of employment in the following situations:
 - (a) for the life of a *specific task or project* that has a definable work activity, or
 - (b) to perform the duties associated with an *externally funded position* where the length of the employment depends on the length of the funding, or
 - (c) to perform the duties associated with a *vacant position* until the vacant position is filled on a permanent basis, provided that the duration is no longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to *temporarily replace* an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, or
 - (e) to undertake training and work as part of an *apprenticeship, traineeship, graduate training program* or *student work experience program* in conjunction with an education institution, or

- (f) to *trial a new work area*, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
 - (g) to perform the duties associated with a vacant position during the intervening period between when the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
 - (i) to perform *seasonal work* (also see subclause 23E(xii) of this Award).
- (ii) As of the first full pay period on or after 1 July 2020, employers shall identify in the letter of offer / contract of employment offered to a prospective employee, and the position description (where appropriate), the relevant situation identified in subclause (i) above that gives rise to employment pursuant to a fixed or maximum term contract.

36. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance, dispute, or concern regarding workplace bullying with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within-five (5) working days of notification.
 - (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held within five (5) working days of the outcome of the meeting in subclause (iii)(b) being communicated to the employee(s).
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
 - (f) The timelines in this clause may be extended by agreement between the employer and the Union(s) to which the effected employee(s) belong.
 - (g) Any grievance related to a safety issue must be responded to in accordance with the employer's obligations under work, health and safety legislation. The time required to respond to a work, health and safety issue varies depending on the severity of the risk. High-risk issues may require prompt or immediate action to eliminate or isolate hazards.

- (iv) Subject to section 130 of the *Industrial Relations Act 1996* (NSW), the Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal. Nothing in this clause shall prevent the employer from temporarily adjusting work practices, where appropriate, to eliminate or control work, health and safety risks.

37. Disciplinary Procedures

A. EMPLOYEE'S RIGHTS

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and/or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. EMPLOYER'S RIGHTS AND OBLIGATIONS

Notwithstanding the procedures contained below, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
 - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
 - (c) suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (d) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.

- (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
- (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
- (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

C. WORKPLACE INVESTIGATIONS

- (i) The parties to the Award have agreed on guidelines (“guidelines”) concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:
 - The seriousness of the possible unsatisfactory work performance or conduct;
 - How recent the possible unsatisfactory work performance or conduct occurred;
 - Potential implications in not undertaking an investigation;
 - Whether there have been concerns, threats or allegations made against the employee previously by any complainant;
 - Whether the complaint itself has been copied to others, thereby indicating that any allegation about work performance or conduct may be vexatious, punitive or harassment; and
 - Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).
- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

D. DISCIPLINARY PROCEDURES

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where

appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).

- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

E. PENALTIES

- (i) After complying with the requirements above, the employer may:
 - (a) Demote the employee to a lower paid position or a lower salary point/step provided that the employee shall not suffer a reduction in the ordinary pay for 2 weeks from the date of the demotion.
 - (b) Suspend the employee without pay from work for a specified period of time.
 - (c) Terminate the employment of the employee in accordance with Clause 40, Termination of Employment of this Award.
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in clause 37D in cases of misconduct or where the employee's performance warrants such action.

38. Work Health and Safety

A. STATEMENT OF INTENT

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011* (NSW), *Work Health and Safety Regulation 2011* (NSW) and associated codes of practice.

B. SPECIFIC PROVISIONS

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

C. FURTHER INFORMATION AND RESOURCES

Further information and resources are available from the following organisations:

- (i) SafeWork NSW: www.safework.nsw.gov.au
- (ii) Safe Work Australia: www.safeworkaustralia.gov.au

39. Workplace Bullying

- (i) The parties to the Award are committed to eliminating bullying in the workplace:
 - (a) eliminating bullying in the workplace; and
 - (b) pursuing legislative change to give the Industrial Relations Commission of New South Wales the power to make any order it considers appropriate (other than an order requiring payment of a pecuniary penalty amount) to prevent workers from being bullied at work.
- (ii) ‘Bullying’ shall mean conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
 - (a) Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
 - Aggressive, threatening or intimidating conduct;
 - Belittling or humiliating comments;
 - Spreading malicious rumours;
 - Teasing, practical jokes or ‘initiation ceremonies’;
 - Exclusion from work-related events;
 - Unreasonable work expectations, including too much or too little work, or work below or beyond an employee’s skill level;
 - Displaying offensive material; and
 - Pressure to behave in an inappropriate manner.

(iii) Reasonable management action carried out in a reasonable manner shall not constitute bullying behaviour.

(a) Examples of reasonable management action may include, but are not limited to:

- Performance management practices;
- Disciplinary action for misconduct;
- Informing an employee about unsatisfactory work performance or inappropriate work behaviour;
- Directing an employee to perform duties in keeping with their job;
- Maintaining reasonable work goals and standards;
- Legitimately exercising a regulatory function; and
- Legitimately implementing a council policy or administrative process.

Where bullying behaviour is alleged, the grievance and dispute procedures of clause 36 will apply.

40. Termination of Employment

(i)

- (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks' notice of their intention to terminate their employment.
- (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.

If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 42, Workplace Change and Redundancy, of this Award.

41. Workplace Change

(i) Definitions

(a) In this clause:

“Significant effects” include:

- termination of employment; or
- major changes in the composition, operation or size of the employer's workforce or in the skills required (which may include, changes arising from the adoption of artificial intelligence systems/technologies); or
- the loss of or reduction in, job or promotion opportunities or job tenure; or
- the alteration of hours of work; or
- the need for employees to be retrained or transferred to other work or locations; or
- job restructuring.

Provided that where the Award makes provision for the alteration of any of the matters referred to above such an alteration shall be deemed not to have significant effect.

(ii) Pre-Proposal Stage

- (a) An employer may consult with relevant employees and/or unions, where appropriate, when developing options for proposed workplace change.
- (b) Consultation under subclause (ii)(a) does not need to occur in writing.

(iii) Proposal Stage

- (a) **Employer's duty to notify a proposed workplace change that is likely to have significant effects** – Subject to the exceptions identified at subclause (v) of this clause, where the employer proposes a workplace change that is likely to have significant effects, the employer shall provide notice in writing and transmitted electronically (where available), to the employees who may be affected by the proposed change and the unions to which they belong as follows:

- (1) Subject to subclause (iii)(a)(2) of this clause, at least twenty-eight (28) days prior to making a definite decision; or

- (2) Where the proposed change may involve terminating an employee's employment because of the introduction of technology, at least three (3) months prior to the making of a definite decision.
 - (b) Notice of proposed workplace change under subclause (iii)(a) shall include:
 - (1) the nature of the proposed change;
 - (2) the reasons for the proposed change;
 - (3) the positions likely to be affected; and
 - (4) such other information as is reasonable in the circumstances.
 - (c) **Employer's duty to discuss proposed workplace change** – The employer shall discuss with the employees likely to be affected and the unions to which they belong, what effects the proposed change is likely to have on the employees and any alternative proposals. The employer shall give prompt consideration to matters raised by the employees and their unions in relation to the proposed change. These discussions shall commence as early as practicable.
 - (d) The employer shall provide all relevant information to the employees and the union to which they belong.
 - (e) The employer may reconsider the original proposed workplace change.
 - (f) **Competitive tendering** – Where employees who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reasons in writing.
- (iv) Decision and Implementation Stage
- (a) **Employer's duty to notify a definite decision that has significant effects** – Subject to the exceptions identified at subclause (v) of this clause, where the employer has made a definite decision to introduce major workplace change that has significant effects on employees, the employer shall provide notice in writing and transmitted electronically (where available), to the employees who will be affected by the change and the unions to which they belong at least seven (7) days before a definite decision is implemented.
 - (b) The purpose of the Decision and Implementation Stage is for the employer to discuss with affected employees and the unions to which they belong, measures to minimise or mitigate the adverse effects of the definite decision. At this Stage the employer is not bound to give any further consideration to matters raised by the employees and their unions in relation to the proposed workplace change.
 - (c) Notice of a definite decision under subclause (iv)(a) shall include (where applicable):
 - (1) the nature of the definite change;
 - (2) the reasons for the definite change;
 - (3) the positions to be affected;
 - (4) in the case of termination of employment:

- The number and category of employees whose employment is to be terminated; and
 - The period over which the terminations are likely to be carried out;
- (5) such other information as is reasonable in the circumstances.
- (d) **Employer's duty to discuss** – The employer shall discuss with the employees affected and the unions to which they belong, measures to avert or mitigate any adverse effects of the change on employees and shall give prompt consideration to matters raised by employees and their unions.
- (e) The discussions shall take place as soon as practicable after the employer has made a definite decision and shall cover measures to avoid or minimise any adverse effects on the employees. Measures to mitigate adverse effects on employees may include, consideration of re-training opportunities; redeployment (including redeployment into positions occupied by casual and labour hire staff); recruitment advice; the payment of relocation allowances; provision of additional notice; access to an employee assistance program; financial advice and such other assistance as may be reasonably available.
- (f) **Implementation** – Subject to subclause (v) of this clause, the employer shall not implement a definite decision to introduce major workplace change that has significant effects on employees until the obligations under subclauses (iv)(a) and (iv)(d) of this clause have been met.
- (v) **Exceptional circumstances**
- (a) Notwithstanding the provisions of subclauses (iii) and (iv) of this clause, workplace change may be implemented in accordance with the following:

A	B
If affected employees consent to workplace change	Immediately
If all unions with coverage of the affected employees consent to the workplace change	Immediately
Exceptional Circumstances	14 days after the provision of Written Notice

- (b) For the purpose of this subclause Exceptional Circumstances refers to workplace change that is the result of something that is unexpected and beyond the employer's control that results in a significant loss of funding for positions or no useful work for employees in the foreseeable future.
- (c) For the purpose of this subclause Written Notice means notification that is in writing and transmitted electronically (where available) to the employees affected by the change and the unions to which they belong. The Written Notice shall include (where applicable):
- (1) the nature of the definite change;
 - (2) the reasons for the definite change;
 - (3) the positions to be affected;
 - (4) in the case of termination of employment:

The number and category of employees whose employment is to be terminated; and
The period over which the terminations are likely to be carried out;

- (5) such other information as is reasonable in the circumstances.

42. Termination of Employment and Redeployment Due to Redundancy

(i) Notice of Termination

- (a) Where the employer terminates an employee's employment due to redundancy, the employer shall provide the employee with five (5) weeks' notice to terminate or pay in lieu thereof, provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.

(ii) Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009* (Cth).

(iii) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (i) of this Clause, the employee shall be entitled to severance pay as follows:

COMPLETED YEARS OF SERVICE WITH THE EMPLOYER	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (iv) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employer's employment until the expiry of the notice period.
- (v) During a period of notice of termination given by the employer, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the employer the employee shall provide proof of attendance at an interview.
- (vi) A redundant employee shall be entitled to the payment of a job search allowance of up to the rate set out in Table 2 of Part B of this Award inclusive of Fringe Benefits Tax (FBT) to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the employer or until the employee secures alternative employment, whichever is the sooner. Where the employer supplies the employee with a portable electronic device primarily for use in the employee's employment, the employer may by written agreement, gift the device to the employee in lieu of all or part of the job search allowance provided for in this subclause.
- (vii) If the employee agrees to be redeployed by the employer into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and severance pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (viii) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Human Services.
- (x) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xi) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the employers bound by this Award.
- (xii) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (iii) above if the employer obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xiv) Nothing in this clause restricts the elected council and/or general manager from exercising their right under the *Local Government Act 1993* (NSW) to determine and/or re-determine the organisation structure from time to time, and to implement such determinations.

43. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.
- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's Clause 11, Performance Evaluation and Reward; Clause 13, Payment of Employees; Clause 17, subclauses (x) and (xi), Travelling and Camping Allowances; Clause 20, Hours of Work; Clause 21, Overtime; Clause 22, Holidays; Clause 26, Part-Time Employment; and Clause 28, Job Share Employment.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the *Industrial Relations Act 1996* (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the *Principles for Approval of Enterprise Agreements*.
- (iii) A council agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- (iv)
 - (a) Section 44 of the *Industrial Relations Act 1996* (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
 - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.
 - (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

44. Award Implementation Committee

- (i) The Award Implementation Committee (AIC) is established to facilitate a co-operative approach to award implementation.
- (ii) The AIC shall be comprised of the Award parties.
- (iii) The purpose of the AIC is to assist councils to implement the provisions of the Award and/or to provide a forum for the discussion of issues that are of industry wide significance.
- (iv) The AIC may establish subcommittees for the consideration of issues that are of industry wide significance.
- (v) During the life of this Award the AIC **will** establish subcommittees to consider issues such as but not limited to:
 - the benefits and challenges associated with the introduction and use of artificial intelligence in the workplace;
 - the appropriate methodology to calculate the costs associated with the use of electric vehicles;
 - the appropriate use of term contracts; and
 - the implementation of MyLeave.

45. Savings and Transitional

- (i) The employer must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the employer has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with the employer's training plan; and
 - (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
 - (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 20, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where council and enterprise agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 47.

- (iii) Where employees, employed in areas where the employer's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Wialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the annual leave provided at subclause 23D(i) of this Award, the employee shall retain this entitlement whilst still employed by the employer at which they were working at the time of the making this Award.
- (iv)
 - (a) West of the Line Allowance

Where employees of the undermentioned council areas and those employers situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of Part B in addition to their salary system rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
 - (b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the employer at which they were working, at the time of the making of this Award.
 - (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one employer to another employer in New South Wales, under the *Local Government Senior Officers' Award* the employee shall retain this entitlement.
- (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by the employer for the payment of wages, excepting when such payment relates to FID.
- (vii) Where an on-call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.
- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

46. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 17(vi)(a) and compensation of tools as set out in Clause 17(vi)(d) of this Award in line with the *Crown Employees (Skilled Trades) Award*.

- (ii) Following any adjustment to the federal *Local Government Industry Award 2020*, leave is reserved for the parties to apply to amend Clause 17(x)(j), Clause 18A(i), Clause 18A(iii), and Clause 18B of this Award to reflect such adjustment. The vehicle allowance rates are to be set and may be amended as follows:

- For vehicles with an engine capacity of 2.5L and above, in line with the motor vehicle allowance provided for in the federal *Local Government Industry Award 2020*.
- For vehicles with an engine capacity of under 2.5L, 85% of the rate provided for vehicles with an engine capacity of 2.5L and above.
- For hybrid vehicles, 65% of the rate provided for vehicles with an engine capacity of 2.5L and above.
- For electric vehicles, 45% of the rate provided for vehicles with an engine capacity of 2.5L and above.

The minimum quarterly payment for each category of vehicle is the vehicle allowance rate for an engine capacity of 2.5L and above multiplied by 2,750.

Notwithstanding the above, leave is also reserved to the parties to apply to vary the vehicle allowances under the Award relating to zero or low emissions vehicles to ensure that they reflect a fair and reasonable reimbursement of the expense.

- (iii) Following any adjustment to the federal *Local Government Industry Award 2020*, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 17(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 31E(xii) in accordance with the pay scales derived from the federal *Miscellaneous Award 2020*.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 31, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the registration of employees by the Building Commission NSW.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 18B(iii)(b), variations to leaseback fees.
- (ix) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes (statute and/or regulations) concerning the registration of professional engineers.
- (x) Leave is reserved for the parties to apply to vary the Award in relation to Term Contracts.
- (xi) The parties agree to continue a thorough review of the following allowances and have leave reserved to apply to the Industrial Relations Commission of New South Wales during the life of the Award for a determination of the arrangements to apply in the next award to succeed this Award:
- Level 1 Adverse Working Conditions Allowance – subclause 17(i) of the Award;

- Level 2 Adverse Working Conditions Allowance – subclause 17(ii) of the Award;
 - Sewer Chokes – subclause 17(iii) of the Award;
 - Septic Tanks – subclause 17(iv) of the Award;
 - Sewerage Treatment Works – subclause 17(v) of the Award.
- (xii) The parties agree to commence a review of the shift penalties prescribed at clause 20C [Shift Work] and have leave reserved to apply to the Industrial Relations Commission of New South Wales during the life of the Award.

47. Area, Incidence and Duration

- (i) This Award shall apply to all employers and employees:
- (a) in local government in New South Wales; and
 - (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award “local government industry in New South Wales” means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation’s financial and operating policies.
- (iii) The Award does not cover those employers and employees:
- (a) who are employed, **pursuant to section 334 of the *Local Government Act 1993 (NSW)***, as the General Manager (however described) of a local government entity;
 - (b) covered by the Local Government (Electricians) (State) Award;
 - (c) covered by the Nurses’ (Local Government) Residential Aged Care Consolidated (State) Award 2021;
 - (d) covered by the Local Government, Aged, Disability and Home Care (State) Award;
 - (e) employed by The City of Sydney;
 - (f) employed by Wollongong City Council;
 - (g) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (h) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
 - (i) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the *Local Government (State) Award 2023* published the 7th of July 2023 (394IG 658) and all variations thereof.
- (v) This Award shall operate from the commencement of the first pay period on or after the 1 July 2026 and shall remain in force for a period of three years.

- (vi) The Award in column (a) of Table 1 of Part B provides for a 4.0% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2026.
- (vii) The Award in column (b) of Table 1 of Part B provides for a 4.0% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2027.
- (viii) The Award in column (c) of Table 1 of Part B provides for a 4.0% increase in rates of pay to operate from the first full pay period to commence on or after 1 July 2028.
- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
- (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6.0%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3.0%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25%, 3.25%, 2.6%, 2.7%, 2.8%, 2.35%, 2.5%, 2.5%, 1.5%, 2.0%, 2.0%, 4.5%, 3.5% and 3% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the employer's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.
- (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

PART B**MONETARY RATES – TABLE 1****CLAUSE 7 – RATES OF PAY**

Band/Level	(a) Rate Per Week \$	(b) Rate Per Week \$	(c) Rate Per Week \$
	First Pay Period 01/07/26	First Pay Period 01/07/27	First Pay Period 01/07/28
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	501.30	521.40	542.30
T2 at 16 years of age	625.80	650.80	676.80
T3 at 17 years of age	736.00	765.40	796.00
T4 at 18 years of age or over or HSC	860.50	894.90	930.70
T5 at 21 years or over	985.60	1025.00	1066.00
T6	1063.90	1106.50	1150.80
T7	1116.30	1161.00	1207.40
T8	1169.90	1216.70	1265.40
T9	1223.90	1272.90	1323.80
T10	1279.60	1330.80	1384.00
Level 2	1050.00	1092.00	1135.70
Level 3	1118.30	1163.00	1209.50
Level 4	1237.70	1287.20	1338.70
Administrative/Technical/Trades Band 2			
Level 1	1223.90	1272.90	1323.80
Level 2	1403.60	1459.70	1518.10
Level 3	1679.70	1746.90	1816.80
Professional/Specialist Band 3			
Level 1	1403.60	1459.70	1518.10
Level 2	1679.70	1746.90	1816.80
Level 3	1956.10	2034.30	2115.70

Band/Level	(a) Rate Per Week \$	(b) Rate Per Week \$	(c) Rate Per Week \$
	First Pay Period 01/07/26	First Pay Period 01/07/27	First Pay Period 01/07/28
Level 4	2371.40	2466.30	2565.00
Executive Band 4			
Level 1	2232.60	2321.90	2414.80
Level 2	2786.10	2897.50	3013.40
Level 3	3476.80	3615.90	3760.50
Level 4	4167.70	4334.40	4507.80

Note: T stands for Trainee

CLAUSE 32E (XII) – TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	412.70	454.40	540.50
Plus 1 year out of school	454.40	540.50	629.00
Plus 2 years	540.50	629.00	732.00
Plus 3 years	629.00	732.00	838.00
Plus 4 years	732.00	838.00	
Plus 5 years or more	838.00		

MONETARY RATES – TABLE 2 ALLOWANCES

	First Pay Period 01/07/26 \$	First Pay Period 01/07/27 \$	First Pay Period 01/07/28 \$
Clause 17(i) Level 1 Adverse Working Conditions Allowance	0.534 p.h. or 20.29 p.w.	0.555 p.h. or 21.09 p.w.	0.577 p.h. or 21.93 p.w.
Clause 17(ii) Level 2 Adverse Working Conditions Allowance	1.380 p.h. or 52.44 p.w.	1.435 p.h. or 54.53 p.w.	1.492 p.h. or 56.70 p.w.
Clause 17(iii) Sewer Chokes	11.28 p.s.	11.74 p.s.	12.20 p.s.
Clause 17(vi)(a) Tool Allowances			
Bricklayer	28.10 p.w.	Pending	Pending
Carpenter & Plumber	39.40 p.w.	Pending	Pending
Metal & Mechanical Trades	39.40 p.w.	Pending	Pending
Painter & Signwriter	9.70 p.w.	Pending	Pending
Plasterer	39.40 p.w.	Pending	Pending
Clause 17(vi)(d) Insurance Value	2283.00 p.a.	Pending	Pending
Clause 17(x)(f) Travelling Allowances			
3 - 10 km	6.35 p.j.	6.60 p.j.	6.86 p.j.
11 - 20 km	10.04 p.j.	10.44 p.j.	10.86 p.j.
21 - 33 km	14.53 p.j.	15.11 p.j.	15.71 p.j.
34 - 50 km	22.21 p.j.	23.10 p.j.	24.02 p.j.
Each additional 10kms	5.98 p.j.	6.22 p.j.	6.47 p.j.
Clause 17(x)(j) Vehicle Allowance (cents / km)			
Int. combustion – 2.5 litres and over	0.98 p.km.	Pending	Pending
Int. combustion – Under 2.5 litres	0.83 p.km.	Pending	Pending
Hybrid vehicle	0.64 p.km.	Pending	Pending
Electric vehicle	0.44 p.km.	Pending	Pending
Clause 17(xi)(a) Camping Allowance	82.64 p.n.	85.95 p.n.	89.39 p.n.
Clause 17 (xii)(a) Community Language Allowance	28.10 p.w.	29.20 p.w.	30.40 p.w.
Clause 17(xiii)(a) First Aid Allowance	18.80 p.w.	19.60 p.w.	20.40 p.w.
Clause 17(xiv) Meal Allowance	19.93	Pending	Pending
Clause 17(xv) Civil Liability Allowance	3.5%	3.5%	3.5%
Clause 18A(i) Vehicle Allowances (cents / km)			

	First Pay Period 01/07/26 \$	First Pay Period 01/07/27 \$	First Pay Period 01/07/28 \$
Int. combustion – 2.5 litres and over	0.98 p.km.	Pending	Pending
Int. combustion – Under 2.5 litres	0.83 p.km.	Pending	Pending
Hybrid vehicle	0.64 p.km.	Pending	Pending
Electric vehicle	0.44 p.km.	Pending	Pending
Clause 18A(iii) Minimum quarterly payment	2695.00	2695.00	2695.00
Clause 21C(ii) On Call Allowance on ordinary working days	25.00 p.d.	25.00 p.d.	25.00 p.d.
Clause 21C(iii) On Call Allowance - on other days	50.00 p.d.	50.00 p.d.	50.00 p.d.
Clause 21C(iv) On Call Allowance – max. / week	225.00 p.w.	225.00 p.w.	225.00 p.w.
Clause 43(vi) Job Search Allowance	3289.20	3420.80	3557.60
Clause 45(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.
(b) Climatic Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.

Key:

p.h. =per hour	p.w. = per week	p.km.= per kilometre
p.a. =per annum	p.n. =per night	p.j. = per journey
p.d. =per day		p.s. =per shift

SCHEDULE. 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out the employer shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.
- (k) Each caravan shall be equipped with a suitable refrigerator; a stove with two burners and a griller and, where such stove is an l.p.g. stove, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and employer stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employee's tool kits and personal belongings, including when employees are off the site. Provision

shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.

- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by employer indicating the age of the vans and maintenance work carried out on the vans.

SCHEDULE. 2**INFORMATION RELATING TO EARLY CHILDHOOD EDUCATION AND CARE (eccec)
EMPLOYEES**

This schedule contains information to assist employers with meeting their Award obligations in respect of employees who are required to perform Early Childhood Education and Care (ECEC) work. The information provides guidance in relation to the proper application of the referenced Award clauses.

Early Childhood Teachers

An employee employed to perform the duties of a professional early childhood teacher must be paid a salary system rate of pay that is equal to or above the salary system rate of pay for Professional/Specialist Band 3 Level 1 as outlined at subclause 6(viii).

Non-Contact time

- (i) In accordance with clause 10(ii) of the Award, an employee responsible for the preparation and/or evaluation of a developmental program for children is entitled to reasonable non-contact time.
- (ii) Non-contact time is to be paid and rostered during the employee's ordinary hours.
- (iii) During paid non-contact time, an employee will not be required to supervise children.
- (iv) Where non-contact time is interrupted or cancelled, the employer will where practicable reschedule non-contact time for the employee.

Opening and/or Closing ECEC centres

- (i) In the context of subclause 21A(i) an employee required by the employer to open and/or close an ECEC centre will be rostered and paid for that time at their ordinary rate of pay or if they have exceeded their maximum ordinary hours for the day or the week, the time will be paid as overtime.

(1920)

SERIAL C10161

ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

(Case No. 195450 of 2026)

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.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10161	29 June 2026	19 May 2026	399, Part 5	1068

AWARD REPRINT

AWARD

Arrangement

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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, Mutawinjti, Mount Wood, Nocolèche, 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.
- (xvii) 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 FACS� 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 FACS� 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 FACS� already taken by the Employee.
- 30.3 Part-time Employees are entitled to FACS� on a pro-rata basis, based on the number of hours worked.
- 30.4 If available FACS� is exhausted, on the death of a Family Member or relative, additional paid FACS� 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 FACS� is exhausted as a result of natural disasters, the Employer shall consider applications for additional FACS� 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 FACS� 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 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 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.

64 Engineering Registration and Recognition

- 64.1 This clause is not intended to undermine any superior conditions or practices which currently exist across TfNSW. Where there is an inconsistency between this clause and existing conditions or practices, the more beneficial condition or practice will apply.
- 64.2 The importance of the contribution of Engineers to the Employer is recognised in this Award through the following:
 - (a) An Employee with the qualification of a Professional Engineer, may apply to the Employer to be recognised as a Registered Professional Engineer under this Award; and
 - (b) Recognition as a Registered Professional Engineer by the Employer, in accordance with this clause, will not be unreasonably withheld.
- 64.3 In this clause Registered Professional Engineer means an employee who is registered or accredited as a RPEng ("Registered Professional Engineer") or CPEng ("Chartered Professional Engineer") and has been assessed as meeting the requirements of a Registered Professional Engineer through the process referenced in 64.4 and, if successful, the employee will be able to access the entitlements pursuant to sub-clause 64.8. For the avoidance of doubt, the Employer recognises either RPEng or CPEng as satisfying the standard for engineer's accreditation.
- 64.4 The Employer is committed to producing a policy or procedure (in collaboration with the relevant unions), that sets out the governance framework for recognition as a Registered Professional Engineer

by the Employer, including the application and assessment process, within six months of the inclusion of this clause in this Award.

64.5 Once the policy or procedure outlined in 64.4 is published, it will not be amended without the agreement of the relevant unions.

64.6 Sub-clause 64.4 will cease to apply following the Employer producing the first published version of the procedure with agreement from the relevant unions. Sub-clause 64.4 will be removed, and sub-clause 64.5 retained and updated accordingly, when this Award is replaced.

64.7 If an Employee no longer satisfies the requirements under 64.2, the Employee may re-apply for recognition under 64.2.

64.8 Engineering Accreditation

- (a) The Employer is committed to promoting the value of being recognised as a Registered Professional Engineer under this clause. To further this cause, the Employer will engage in collaborative promotion of engineering accreditations with the relevant unions.
- (b) Where professional engineer is required, or seeks, to be a Registered Professional Engineer under this clause, the Employer will:
 - (i) Acknowledge that it is a matter for the Employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider; and
 - (ii) Pay the initial and ongoing costs associated with achieving and/or renewing Chartered or Registered Professional Engineer status (such as costs associated with continuing professional development programs (CPD), membership and accreditation).
- (c) Once professional engineer is recognised as a Registered Professional Engineer under this clause, the Employer will:
 - (i) Allow the Employee to use any post nominals in their professional correspondence and be recognised as such in their role with the Employer;
 - (ii) Support the Employee to attend or participate in relevant professional development courses or events pre-agreed with their manager, during or outside ordinary hours of work, in order for the Employee to meet the required professional development hours to maintain accreditation as a Professional Engineer (in accordance with this clause); and
 - (iii) Pay the Employee at ordinary rates if they attend professional development courses or events pursuant to Clause 64.8(b), and the time spent will be included in the Employee's ordinary hours of work. For the avoidance of doubt, this will not include penalty rates or allowances.
- (d) Consultation and reporting on the application of this Clause for Professional Engineers will occur through the Engineering Consultative Committee.
- (e) This will include discussion on matters related to Registered Professional Engineers as defined in this Clause, such as the number and type of engineering roles, uptake of professional registration, availability of CPD, and other matters associated with the application of this Clause.

64.9 Registered Professional Engineer Loading

- (a) Registered Professional Engineer will receive a loading of 1.5% applied to their ordinary base rate of pay where:
 - (i) the Registered Professional Engineer supervises Employees carrying out Professional Engineering Work and is responsible for that Professional Engineering Work; or,

- (ii) the Registered Professional Engineer undertakes, without engineering supervision, Professional Engineering Work and is directly responsible for that Professional Engineering Work.
- (b) For the purposes of this Clause, Professional Engineering Work includes engineering work that requires, or is based on, the application of engineering principles and data to a design, or a construction, production, operation or maintenance activity, relating to engineering as required by the Employee's role or work performed.

64.10 Continuing Professional Development

- (a) In the case of recognised professions, training will be provided so that professional practice qualifications are maintained where they are a requirement of the position or an employee is recognised as a Registered Professional Engineer under this Award.
- (b) Specifically, and to this end, the Employer will support employees with professional engineering qualifications to achieve and maintain professional engineering recognition through either the Registered Professional Engineering program (RPEng) or the Chartered Professional Engineering program (CPEng) or other relevant programs of equivalent professional status, pursuant to this clause. The employer will facilitate these programs by, where necessary, assisting employees to meet the peer validation requirements of the programs, for example, by providing statements about professional and technical engineering work experience.
- (c) Where an Employee is required to attend training and development courses (including conferences, trade shows and seminars) to fulfill a CPD requirement for an accreditation:
 - (i) which is held as part of their role; or
 - (ii) professional accreditation pursuant to this clause;

the Employer will pay the cost of the relevant professional development activity, in accordance with established learning and professional development procedures and practices including travel and accommodation costs, and this shall not be unreasonably refused.

64.11 In the application of this clause, the parties will have regard to:

- (a) Professional engineers who are required to fulfill Continuing Professional Development (CPD) as part of their role or to maintain and/or achieve professional accreditation, are entitled to undertake CPD requirements in work time.
- (b) Where an employee seeks to undertake CPD requirements and travel to and from the event in work time they shall seek approval from their manager with at least two weeks' notice.
- (c) Managers shall not unreasonably refuse approval and shall respond to the request within 5 days of the request for approval, wherever reasonably practical.
- (d) The current practice of Employees with technical and/or professional skills and knowledge (eg engineers) attending conferences, trade shows and seminars in order to maintain the currency of their skills and knowledge in subject areas that are required for the performance of work under this Award.

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

65. Hours of Work

- 65.1 "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.
- 65.2 "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.
- 65.3 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.
- 65.4 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.
- 65.5 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.
- 65.6 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.
- 65.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- 65.8 The working of additional hours within the spread of hours will be by reasonable notice from the Employer.
- 65.9 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.
- 65.10 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.
- 65.11 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.

- 65.12 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.
- 65.13 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.
- 65.14 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.

66. Maritime Trainees Ordinary Hours of Work

- 66.1 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.
- 66.2 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.
- 66.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.
- 66.4 Hours worked on a Sunday will be paid a loading of 100%.
- 66.5 Hours worked on a Public Holiday will be paid a loading of 150%.
- 66.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

67. Additional Hours

- 67.1 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.
- 67.2 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.
- 67.3 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.

- 67.4 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.

68. Overtime

- 68.1 The provisions of this clause shall not apply to positions on Annualised Salaries.
- 68.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause 67 (Additional Hours).
- 68.3 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.
- 68.4 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.
- 68.5 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.
- 68.6 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.

69. Fitness for Duty

- 69.1 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.
- 69.2 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.
- 69.3 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.
- 69.4 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.
- 69.5 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.
- 69.6 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.

70. Allowances

70.1 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.

70.2 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).

70.3 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).

70.4 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.

71. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels Ma16a, MA16AA MA17A and MA17AA

- 71.1 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.
- 71.2 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.
- 71.3 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.
- 71.4 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.

72. Conditions Applicable to Senior Boating Safety Officers (SBSOS), Boating Safety Officers (BSOS) and Boating Education Officers (BEOS)

- 72.1 Any reference to Boating Safety Officers (BSOs) should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).
- 72.2 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.
- 72.3 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.

- 72.4 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 72.5, 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.

72.5 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.

72.6 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 72.5 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 72.4, 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.

72.7 Work Outside Ordinary Hours (WOOH)

- (a) BSO may be required to work outside the usual span of hours prescribed in subclause 72.5.
- (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 72.5(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.

72.8 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.

73. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs)

73.1 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.

73.2 The annualised salary shall count for superannuation purposes.

73.3 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.

73.4 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.

73.5 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.

73.6 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.

73.7 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.

73.8 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.

73.9 Annual and Extended leave may only be taken in accordance with the Leave Roster.

73.10 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 73.1(h).

74. Conditions Applicable to the Payment of Annualised Salaries

74.1 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 74.1 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.
- 74.2 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.

75. Competency Progression of Maritime Employees

- 75.1 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.
- 75.2 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).
- 75.3 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).
- 75.4 PSOs are graded as MA3 and progress through the grades to MA6.
- 75.5 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.

76. Change of Position

- 76.1 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.

77. Specific Provisions for Special Aquatic Events

- 77.1 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 days 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.

78. Professional Development for Maritime Employees

- 78.1 The Employer and Maritime Unions will work together to ensure fit for purpose workforce development that builds and maintains the workforce capability.
- 78.2 The Employer and Maritime Unions are committed to identifying future risks and committed to working together constructively to find solutions.
- 78.3 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.
- 78.4 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.

- 78.5 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 75,213	71,395 74,739 78,222	73,537 76,981 80,569	75,743 79,290 82,986
Grade 4	77,506 80,547 83,717	80,606 83,769 87,066	83,024 86,282 89,678	85,515 88,870 92,368
Grade 5	86,594 89,392 91,002	90,058 92,968 94,642	92,760 95,757 97,481	95,543 98,630 100,405
Grade 6	93,002 95,825 98,958	96,722 99,658 102,916	99,624 102,648 106,003	102,613 105,727 109,183
Grade 7	101,112 104,681 106,711	105,156 108,868 110,979	108,311 112,134 114,308	111,560 115,498 117,737
Grade 8	111,090 115,599 119,209	115,534 120,223 123,977	119,000 123,830 127,696	122,570 127,545 131,527
Grade 9	124,694 128,275 134,049	129,682 133,406 139,411	133,572 137,408 143,593	137,579 141,530 147,901
Grade 10	137,434 142,851 150,192	142,931 148,565 156,200	147,219 153,022 160,886	151,636 157,613 165,713
Grade 11	154,832 161,570 165,208	161,025 168,033 171,816	165,856 173,074 176,970	170,832 178,266 182,279
Grade 12	174,876 179,981 186,269	181,871 187,180 193,720	187,327 192,795 199,532	192,947 198,579 205,518
Grade 13	191,828 196,798 206,231	199,501 204,670 214,480	205,486 210,810 220,914	211,651 217,134 227,541

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		~		~		~	
7(d)		(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	2190	2273	*	*
		Grade C	3024	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) 136 per day (Sat, Sun & P. Hol)	96 per day (Mon – Fri) 141 per day (Sat, Sun & P. Hol)	99 per day (Mon – Fri) 145 per day (Sat, Sun & P. Hol)	102 per day (Mon – Fri) 149 per day (Sat, Sun & P. Hol)
19(b)	69.1	On call allowance (payable to Maritime Employees)	1.13 per hour	1.18 per hour	1.22 per hour	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	your People Partner

behaviour in an objective and confidential way	
implementing organisational changes or restructures	your People Partner
taking disciplinary action, including suspension or terminating employment where appropriate or justified in the circumstances, and	Conduct and Discipline Handling Procedure
other reasonable management action	

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.

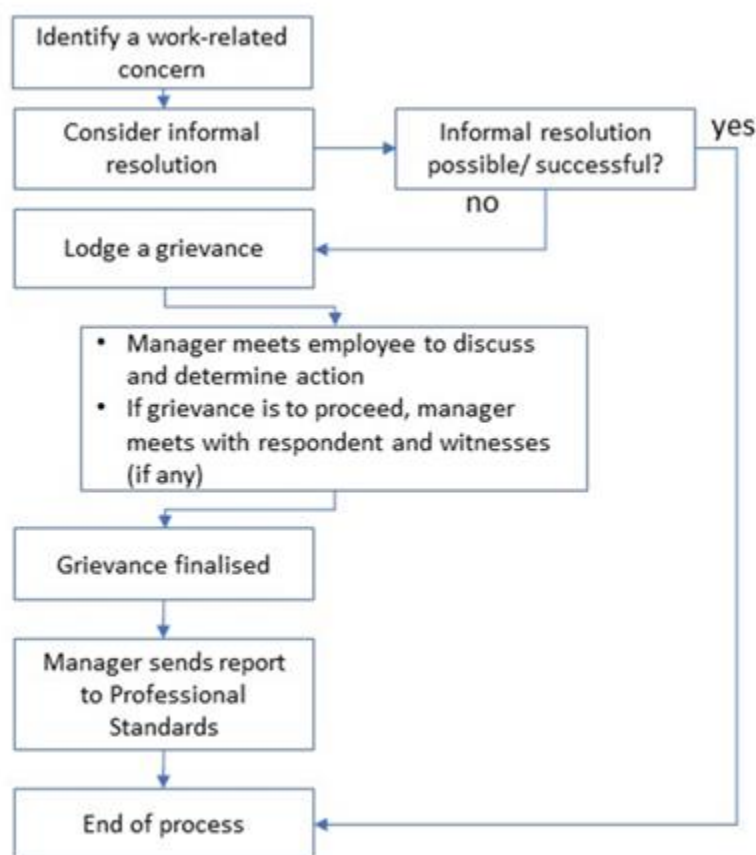
Related Policy and other relevant/supporting documents

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.

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

DETERMINATION REPRINT

This reprint of the above contract determination 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.

M. WELCH, *Industrial Registrar*.

Schedule of Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10153	29 June 2026	1 June 2026	399, Part 5	1076

DETERMINATION

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Method of Remuneration
3.	Kilometre Rates
4.	Hourly Rates
5.	Other Rates
6.	Payments Included in the Rates
7.	Suitable Vehicle and Loading
8.	Minimum Hire
9.	Personnel
10.	Insurance
11.	Cartage Records
12.	Payment of Accounts
13.	Settlement of Disputes
14.	Double Booking
15.	Breakdowns
16.	Delays
17.	Meal Breaks
18.	Role of the Union
19.	Adjustment of Rates
20.	Superannuation
21.	Area, Incidence and Duration

Part B - Rates of Remuneration

Part C - Rise and Fall Formula

Part D - Temporary Fuel Levy

PART A

1. Definitions

In this contract determination, unless the subject matter or context otherwise indicates or requires:

"The Act" means the *Industrial Relations Act* 1996.

"Contract Carrier" shall be as defined in the Act.

"Contract of Carriage" shall be as defined in the Act.

"Contractor" means "Principal Contractor" as defined in the Act.

"Excavation and Demolition Material" means any material that is removed from the earth at building and/or construction and/or demolition sites.

"Large Material" means material 76.2 cm gauge or over, measured at its maximum dimension (being rock, concrete, tree stumps, footings or R.S.J.s, etc.)

"Sydney City Area" means the area in Central Sydney bounded by City Road, Cleveland Street, Dowling Street, McLachlan Avenue, Waratah Street, Elizabeth Bay and Harbour foreshore to Pyrmont Bridge Road at Blackwattle Bay, and Wentworth Park Road, to Broadway."

"Union" means the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers)."

2. Method of Remuneration

2.1 Any contract carrier performing cartage work for a contractor will be paid according to one of the following methods, as determined by the contractor:

2.1.1 kilometre rates as provided in clause 3, Kilometre Rates; or

2.1.2 hourly rates as provided in clause 4, Hourly Rates.

2.2 Notwithstanding subclause 2.1 of this clause, where the contractor determines hourly rates to be the method of remuneration, but requires the contract carrier to complete a nominated minimum number of loads, then the work performed by the contract carrier will be paid for according to the kilometre rate method.

2.3 The contract carrier will be paid a rate based upon the number of axles in the vehicle supplied, except

(i) for a Class 3 Truck and Dog trailer combination (as complies with the Class 3 Truck and Dog Trailer Combination Notice issued by the Roads and Maritime Authority) the rate shall be as specified for "6 axle (48t)"; and

(ii) for a PBS Truck and Dog trailer combination (as complies with the National Class 2 PBS Level 1 and 2A Truck and Dog Trailer Authorisation Notice 2016 (No 1)) issued by the National Heavy Vehicle Regulator, the rates shall be as specified for "PBS T&D".

3. Kilometre Rates

3.1 Loading Rate — Every time the contract carrier's vehicle is loaded by the contractor, the contract carrier will be paid the rate in Item 1 of Part B, Rates of Remuneration.

3.2 Loading Rate — Extra Capacity — In addition to the rates payable under subclause 3.1 of this clause, the contract carrier will be paid the rate in Item 1A of the said Part B for every cubic metre (or part

thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.

3.3 Kilometre Rates — For each kilometre travelled by the contract carrier while working for the contractor, the contract carrier will be paid as follows:

3.3.1 0-8 kilometres
Item 2 of Part B

3.3.2 Each additional kilometre over 8 kilometres
Item 3 of Part B

3.3.3 Each additional kilometre over 25 kilometres
Item 4 of Part B

3.3.4 Half kilometres - to be paid pro rata.

3.4 Kilometre Rates - Extra Capacity - In addition to the rates payable under subclause 3.2 of this clause, the contract carrier will be paid the following rates for each kilometre travelled for each cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of the said clause 7:

3.4.1 0-8 kilometres
Item 2A of Part B

3.4.2 Each additional kilometre over 8 kilometres
Item 3A of Part B

3.4.3 Each additional kilometre over 25 kilometres
Item 4A of Part B

3.4.4 Half kilometres — to be paid pro rata.

3.5 Wet Weather - Where the contract carrier is prevented from commencing work due to wet weather, the contract carrier shall be paid one hour's appearance money at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates. If the contract carrier is asked by the contractor to remain on-site during site preparation, the contract carrier will be paid waiting time at the same hourly rates.

3.6 Loading Time -

3.6.1 When loading time, being from the time of arrival on-site by the contract carrier to the time of departure from site, exceeds ten minutes, the excess time shall be compensated for at the hourly rates referred to in the said subclause 4.1.

3.6.2 This paragraph does not apply to the commencement of the day's work or to the recommencement of work after the meal break.

3.7 Delays - All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

4. Hourly Rates

4.1 For each hour the contract carrier spends carrying excavated and demolition material (including returning to a site unloaded), the contract carrier will be paid the hourly rate in Item 6 of Part B, Rates of Remuneration.

- 4.2 In addition to the rates payable under subclause 4.1 of this clause, the contract carrier will be paid the rate in Item 6A of the said Part B for every cubic metre (or part thereof) carried in excess of the truck's minimum capacity as specified in subclause 7.1 of clause 7, Suitable Vehicle and Loading.
- 4.3 Travelling Time — The contract carrier will be paid one hour travelling time at the hourly rate referred to in subclause 4.1.
- 4.4 Wet Weather — When the contract carrier is prevented from commencing work by wet weather no payments shall be made, except for the payment of one hour travelling time as per subclause 4.2 of the said clause 4. This also applies to work suspended owing to wet weather.
- 4.5 Delays — All time spent by the contract carrier on the sites at the instruction of contractors will be paid for at the hourly rate referred to in subclause 4.1.

5. Other Rates

- 5.1 Should the Contractor Direct the Contract Carrier to Alternative Work, then the contractor shall pay to the contract carrier travelling time in the manner provided by subclause 4.2 of clause 4, Hourly Rates.

6. Payments Included in the Rates

Both the kilometre rates and the hourly rates have been calculated to include the following payments:

20 days annual leave;

five days leave loading;

all public holidays as provided for by applicable legislation;

34.8 hours long service leave per annum;

64 hours sick leave per annum; and

rostered industry day off

7. Suitable Vehicle and Loading

- 7.1 The contract carrier shall supply a vehicle with a minimum body size of the appropriate capacity specified below:

Truck Type	Loading Capacity
(No. of Axles)	(Cubic Metres)
Two-axle Trucks	5.78
Three-axle Trucks	9
Four-axle Trucks	10.93
Five-axle Trucks (Articulated)	17
Six-axle Trucks (Articulated)	19
Seven-axle Trucks (Articulated)	21.93

- 7.2 In other respects, the contract carrier will supply and keep serviceable a vehicle that is suitable to the contractor. The contract carrier will obtain the approval of the contractor as to the type and condition of the vehicle before it is brought into service.
- 7.3 Loading - All reasonable efforts shall be taken by the contractor and the contract carrier not to overload any contract carrier's vehicle.

8. Minimum Hire

- 8.1 When contract carriers engaged on hourly or kilometre rates are prevented from working for reasons other than wet weather, a minimum of four hours at the hourly rate referred to in subclause 4.1 of clause 4, Hourly Rates, plus one hour paid travelling time, as provided for in subclause 4.2 of the said clause 4, will be paid to the contract carrier; provided if for work performed a higher amount would be payable if the kilometre rates in clause 3, Kilometre Rates, were applied, then that higher amount will be paid to the contract carrier.
- 8.2 The payment of the minimum hire is on the condition that the contract carrier is not given alternative work by the original contractor who engaged the contract carrier for that day.

9. Personnel

- 9.1 The contract carrier shall not employ any persons without prior approval being obtained from the contractor.
- 9.2 Drivers employed by contract carriers pursuant to clause 8.1 - Minimum Hire, must be employed at least under the minimum terms and conditions (whether governed by legislation or industrial instrument) that apply to the driver's employment.

10. Insurance

- 10.1 The contract carrier must, in all circumstances, be covered by the following insurance policies:

Motor Vehicle Third Party (Personal);
Motor Vehicle Third Party (Property); and
workers' compensation, where required by law;
personal sickness and accident;
public risk liability.

The contract carrier will obtain and bear the expense of the above insurance policies.

- 10.2. the insurance policies referred to in subclause 10.1 of this clause are to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor shall keep such copies of these insurance policies as is necessary to prove their currency upon request by the Union. The contractor shall not allow any Contract Carrier who does not have such insurance policies current to commence work. The Contractor shall request further perusal of the policies thereafter at regular intervals and may do so at any time. The policies are to be renewed whenever required so that they remain current at all times.

11. Cartage Records

The contract carrier is required to undertake to prepare their accounts according to the reasonable requirements of the contractor to whom they are contracted and to submit these accounts to the contractor every seven days, or as requested.

12. Payment of Accounts

- 12.1 The contractor is required to pay accounts for work performed pursuant to this determination within 14 days of the end of the month in which the work was done.
- 12.2 The contractor shall reimburse the contract carrier for all bridge/expressway tolls and like charges incurred as a result of such contract carrier in the performance of work for the contractor following a route nominated or approved by the contractor.

13. Settlement of Disputes

- 13.1 It is understood and accepted by all parties to this determination that work shall continue normally while the settlement of disputes procedure provided for in this clause is followed.
- 13.2 The procedure of the settlement of disputes will be as follows:
- 13.2.1 When there is a disagreement, the contract carrier shall attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.2 Where the matter remains unresolved, the union delegate or representative on-site will attempt to resolve the matter by negotiating with the contractor or a representative of the contractor on-site.
- 13.2.3 If the matter remains unresolved, it shall then be discussed between an official of the union or any other person authorised to represent the union and the contractor, who may be accompanied or represented by officers or representatives of any association of employing contractors or other employer association of which the contractor is a member.
- 13.2.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission of New South Wales by either party under the terms of the Act.

14. Double Booking

Contract carriers who accept two or more jobs and who thereby fail to fulfil their obligations to at least one job, causing extensive costs for individual contractors in idle equipment and labour, shall be reported to the union which shall, after investigating the circumstances of the matter, take action against such contract carrier.

15. Breakdowns

The contractor shall not be responsible for any loss incurred by the contract carrier resulting from breakdowns of vehicles. Vehicles that continually break down must be replaced by the contract carrier in accordance with subclause 7.2 of clause 7, Suitable Vehicle and Loading.

16. Delays

Delays on sites beyond the control of the contractor (e.g., late arrivals of employees or plant breakdowns) shall not attract any penalty payment for the contract carrier.

17. Meal Breaks

Contract carriers shall take their meal breaks at the same time as employees on the site to which they are contracted. Only one half hour meal break per shift is to be taken by the contract carrier.

18. Role of the Union

The role of the Transport Workers' Union of Australia, New South Wales Branch, and its Tip Truck Section, as the representative of the industrial interests of contract carriers, is recognised by the parties to this determination.

19. Adjustment of Rates

The rates as set out in Part B - Rates of Remuneration, shall be adjusted every 12 months in accordance with the cartage rate formula as set out in Part C - Rise and Fall Formula.

20. Superannuation

All contract carriers will have a current superannuation policy into which are paid, by the contract carrier, payments at least equal to current statutory or award superannuation entitlements applicable to an employee

driving the same class of vehicle as that driven by the contract carrier. Proof of this superannuation policy is to be submitted to the contractor for perusal and return prior to the commencement of work at any site. The contractor may request further perusal of the proof of the policy thereafter at any time.

21. Area, Incidence and Duration

This determination applies to all contracts of carriage of excavated and demolition material and to all contractors and contract carriers engaged in or in connection with such work in the State of New South Wales, provided that it will not apply to persons covered by the former Industrial Agreement No. 7743, between the union and the Roads and Traffic Authority, or any agreement succeeding or replacing that agreement.

This determination rescinds and replaces the Transport Industry - Excavated Materials Contract Determination published 24 October 1997 (301 I.G. 1082) and reprinted 5 May 2023 (394 I.G. 615), as varied. It shall commence on and from 1 March 2019. This determination shall remain in force thereafter for a period of three years.

PART B

Rates of Remuneration

1. This Part applies to all Contracts of Carriage performed on or after the date which the variation is made by the Industrial Relations Commission of New South Wales.

Item	2 Axles	3 Axles	4 Axles	5 Axles	6 Axles	6 Axles (48t)	7 Axles	PBS T&D
	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)	(\$)
1. Loading Rate	23.376	36.399	44.209	52.600	56.644	60.673	61.544	65.573
1A. Extra Capacity (per cubic metre)	4.029	4.029	4.029	4.029	4.029	x	4.029	x
2. Kilometre Rate (0-8 Km)	5.879	9.158	11.121	13.233	14.247	15.261	15.483	16.497
2A. Extra Capacity (per cubic metre)	1.014	1.014	1.014	1.014	1.014	x	1.014	x
3. Kilometre Rate (over 8 - 25 km)	5.439	8.472	10.292	12.244	13.189	14.128	14.330	15.269
3A. Extra Capacity (per cubic metre)	0.939	0.939	0.939	0.939	0.939	x	0.939	x
4. Kilometre Rate (over 25 km)	4.279	4.279	4.279	4.279	4.279	5.150	4.279	5.150
4A. Extra Capacity (per cubic metre)	0.871	0.871	0.871	0.871	0.871	x	0.871	x
6. Hourly Rate	76.644	119.344	144.999	172.390	185.655	198.913	211.249	224.506
6A. Extra Capacity (per cubic metre)	13.258	13.258	13.258	13.258	13.258	x	13.258	x

PART C**Rise and Fall Formula**

1. The rates prescribed in Part B may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
2. Application for adjustment shall be made by reference to the weighted movement in the following benchmarks for each cost component, calculated as at the end of the full quarter immediately preceding the variation, with each adjustment application based upon the rates and amounts in the immediately preceding variation.

Component Current	Benchmark	Current Index	Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	\$1,009.60	35.48
Capital	ABS Consumer Price Index (CPI), Motor Vehicles, Australia	101.5	17.76
Insurances	ABS CPI, Insurance, Australia	103.91	7.38
Registration	ABS CPI, Transportation Group, Other Services in respect of motor vehicles	100.6	3.29
Repairs & Maintenance	ABS CPI, Transportation Group, Maintenance and Repair of Motor and Repair of motor vehicles	103.2	18.94
Tyres	ABS CPI, Transportation Group, Spare Parts and Accessories for motor vehicles	100.53	4.93
Fuel AIP NSW State	Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation.	120.97	8.69
Administration	ABS CPI, All Groups, Sydney	102.41	3.54
Total			100

3. If the cost components, excepting fuel, change such that it causes an increase in the total remuneration of 2 percent or more from the date of the last variation, an interim adjustment may be made. An application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative.
4. Each cost component will be re-weighted after each adjustment.
5. Parties to this Determination will confer with a view to reaching agreement on any application for adjustment on any application for adjustment. In the absence of agreement the rates and amounts shall be determined by the IRC.
6. Notwithstanding anything contained in this Part, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.

PART D

Temporary Fuel Levy

APPLICATION

1. This Part applies to all Contracts of Carriage performed on or after 1 June 2026.

BACKGROUND

2. This Part was introduced by the IRC in Matter No. 2022/174729 as a temporary measure to respond to significant fluctuations in the price of fuel and the temporary inability for Contract Carriers to claim fuel tax credits.

THE SURCHARGE

3. In addition to all other amounts set out in this Determination, a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Levy).
4. The Temporary Fuel Levy shall be paid as a percentage of the total amounts payable to the Contract Carrier under this Determination.
5. For Contracts of Carriage performed on or after 1 June 2026, the Temporary Fuel Levy shall be 11.14%.

REVIEW

6. The Temporary Fuel Levy shall be reviewed on a monthly basis, subject to an application being made to the IRC.
7. The Temporary Fuel Levy shall be calculated by applying the following formula:

$$((x-y) / y) * z$$

where:

x = 276.05 (being the mean of all weekly retail diesel prices (NSW State Average) published by the Australian Institute of Petroleum for weeks ending in the prior calendar month, in cents, exclusive of GST;

y = 120.97 (being the current index price of fuel as set out in part C of the Determination); and

z = 0.0869, (being the weighting applied to the fuel component as set out in part C of the Determination); and

8. The Temporary Fuel Levy shall be rounded to one decimal place.
9. Parties seeking a variation to the Temporary Fuel Levy shall make an application to the IRC by the second Monday of the relevant calendar month.
10. The revised Temporary Fuel Levy will apply from the first day of the following calendar month.
11. As the Temporary Fuel Levy responds to fluctuations in fuel prices, it may increase or decrease from time to time.

OTHER PROVISIONS

12. The Temporary Fuel Levy may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.

13. Leave is reserved for any party to apply to vary the operation of this Part in circumstances where the Principal Contractor:
- a. provides the Contract Carrier with fuel, either for free or at a cost below the prevailing market rate;
 - b. directly reimburses the Contract Carrier for some or all of their fuel costs; or
 - c. otherwise compensates the Contract Carrier for their fuel cost
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