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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

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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.

(315)

SERIAL C10157

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Manufacturing Workers Union (NSW)

(Case No.342301 of 2024)

Before J. McDonald, *Commissioner*

22 May 2026

ORDER OF RESCISSION

Pursuant to s17 of the *Industrial Relations Act 1996* (NSW), The Industrial Relations Commission of New South Wales orders that the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2022 published 17 July 2024 (Vol. 397 I.G. Pg. 2468) as varied, be rescinded on and from 3 July 2024.

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(315)

SERIAL C10127

CROWN EMPLOYEES (FIRE & RESCUE NSW TRADESPERSONS) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Australian Manufacturing Workers Union (NSW)

(Case No.342301 of 2024)

Before J. McDonald, *Commissioner*

22 May 2026

AWARD

Arrangement

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PART A

1. Definitions

"Commissioner" means the Commissioner of Fire and Rescue NSW (FRNSW) holding office as such under the *Government Sector Employment Act 2013*, or their delegate.

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

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which FRNSW may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer (FVR)" means an employee engaged in the inspection, servicing, maintenance, repair and testing of FRNSW fire appliances and associated equipment who holds a relevant trade qualification. FVR is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" means Fire and Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an Employee is regularly required to work or from which the Employee's work is directly controlled and to which the Employee has been attached.

"Rescue Equipment Technician (RET)" means an employee employed in the Rescue Workshop that is engaged in the inspection, servicing, maintenance, repair and testing of FRNSW rescue tools including shears, spreaders, power saws etc. RETs must hold and maintain the relevant qualifications required by FRNSW.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the *Crown Employees (Skilled Trades) Award*.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

having regard for their respective coverage.

2. Hours

- 2.1 The ordinary working hours of Employees will not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.
 - 2.1.1 The ordinary working hours of Fire Vehicle Repairers will not exceed 76 hours per fortnight, to be worked not exceeding 8.5 hours per day, as determined by FRNSW.
- 2.2 The ordinary working hours of cleaners will not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.
- 2.3 FRNSW may require an Employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the Employee to be required to do so. Conditions and payment for additional hours will be made at the appropriate overtime rate in accordance with clause 22 of this Award.

3. Rostered Days Off

- 3.1 The Rostered Day Off (RDO) provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all Employees covered by this Award, as varied by the provisions of subclauses 3.2, 3.3, 3.4, 3.5 & 3.6 of this Award.
- 3.2 RDO shall be taken in accordance with the roster. Those Employees who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 3.3 RDO are to be taken as and when they fall due unless a special arrangement is agreed to pursuant to sub clause 3.6.3 or;
 - 3.3.1 under exceptional circumstances, where the clearing of the RDO day may be delayed, with prior approval.
- 3.4 Appropriate records will be kept by FRNSW of the dates on which each Employee takes an RDO. Such records will be available for perusal by the Employee on request.
- 3.5 Where an Employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the Employee's only entitlement for working on the RDO.

- 3.6 Employees may elect, with the consent of FRNSW, to take a rostered day off at any time.
- 3.6.1 An Employee may elect, with the consent of FRNSW, to take rostered days off in part day amounts.
- 3.6.2 An Employee may elect, with the consent of FRNSW, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between FRNSW and Employee, or subject to reasonable notice by the Employee or FRNSW.
- 3.6.3 This subclause is subject to FRNSW informing each Union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the Union(s) to participate in negotiations.

3a Nine Day (9) Fortnight

- 3a.1 Employees covered by this Award may elect to work a 9-day fortnight.
- 3a.2 Employees covered by this Award who elect not to work a 9-day fortnight, will work pursuant to the arrangements expressed in Clause 3.
- 3a.3 All Employees electing to work a 9-day fortnight shall work 8 hours and 27 minutes per day for nine continuous working days. (This is $8.45 \times 9 = 76.05$)
- 3a.4 The following conditions will apply for the taking of a 9-day fortnight:
- 3a.4.1 After working 9 days, an Employee may have one day rostered off on either a Monday or Friday.
- 3a.4.2 There is to be no more than 5 Employees on a rostered day off on any day.
- 3a.4.3 Employees will take 2 rostered days off per four-week period.
- 3a.4.4 2 days notice is required for a change to a rostered day off. Less notice period will be considered in reasonable circumstances.
- 3a.4.5 Existing shift and roster swap arrangements continue to apply.
- 3a.5 Employees attached to the Workshop or Field Service Function may elect to work one of the following two options:
- 3a.5.1 Commencing time of 06.30 with a lunch break from 12.00 to 12.33 and a ceasing time of 15.30;
or
- 3a.5.2 Commencing time of 07.00 with a lunch break from 12.00 to 12.33 and a ceasing time of 16.00.
- 3a.6 Employees working On-Call and the Lube Service Vehicle shall work the following:
- 3a.6.1 Commencing time of 07.30 with a lunch break of 33 minutes and a ceasing time of 16.30.
- 3a.6.2 On the last day of the allocated shift, the exiting Employee only shall commence work in line with 3a.5.1.
- 3a.7 For the shifts expressed at 3a.5.1; 3a.5.2 and 3a.6.1 the following conditions will apply:
- 3a.7.1 A minimum number of 5 Employees will be required for each commencement and ceasing time on any working day.
- 3a.7.2 A change to a shift can only occur on a fortnight basis and with reasonable notice.

3a.7.3 Where shift times are not adhered to within 5 minutes of commencement and cessation, Employees will be deducted leave without pay in equivalent increments for each occasion.

4. Payment of Wages

- 4.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the Employee, or other financial institutions acceptable to FRNSW and Unions.
- 4.2 Wages shall be paid not later than Thursday in any pay week.

5. Rates of Pay

- 5.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.
- 5.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

6. Parties Bound

- 6.1 This Award is binding upon the Industrial Relations Secretary and FRNSW and the following industrial organisations of Employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

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

7. Relationship to Acts/Awards for Apprenticeships

- 7.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 7.1.1 the *Apprenticeship and Traineeship Act 2001*, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 7.2 The Skilled Trades Award (as defined), provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

8. Union Subscriptions

- 8.1 FRNSW agrees, subject to prior written authorisation by an Employee, to deduct Union subscriptions from the pay of the authorising Employee, in accordance with Treasury Guidelines.

9. Fleet Tradespersons Multi-Skilling

- 9.1 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, FRNSW shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 9.2 The work of a "similar nature and skill" referred to in subclause 9.1, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 9.3 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the Employees will record parts usage, utilising the systems provided which may be written or electronic. Where necessary Employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 9.4 Appliance servicing will continue in Station on a State-wide basis.

10. Fire Vehicle Repairer and Rescue Equipment Technician Classification Structure and Labour Flexibility

- 10.1 In recognition of the skills, knowledge and experience brought to the performance of tasks by FVRs and RET's, the following classification structure applies.

Fire Vehicle Repairer	Definition	% of Weekly Wage
Level 1	Holds relevant Trades certificate	100%
Level 2	12 months service at level 1 subject to requirements at 10.2	105%
Level 3	12 months service at level 2 subject to requirements at 10.2	110%
Level 4	12 months service at level 3 subject to requirements at 10.2	115% (up to and including 2 July 2026); 120% (from 3 July 2026)
Rescue Equipment Technician	Definition	% of Weekly Wage
Level 1	Holds relevant qualification	100%
Level 2	12 months service at level 1 subject to requirements at 10.2	105%
Level 3	12 months service at level 2 subject to requirements at 10.2	110%
Level 4	12 months service at level 3 subject to requirements at 10.2	115% (3 July 2024-2 July 2026); 120% (from 3 July 2026)

Note: Actual rates are shown in Table 1 in Part B and will be increased with annual movements to wage and wage related allowances. From 3 July 2026, the Level 4 relativity increases from 115% to 120% of the Level 1 rate.

Progression

- 10.2 Where an Employee has completed 12 months service at a level within the FVR or RET classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress to the next level within the classification.

Leading Hand Allowances

- 10.3 Leading hand allowances, where applicable, will be paid in addition to the increment of the Employee in question.

Disputes

- 10.4 The Grievance and Dispute Resolution Procedures of this Award should be utilised if any disputes arise concerning implementation of this clause.

11. Additional Wage Rates

- 11.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.

12. Special Rates

- 12.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.
- 12.2 Height Pay - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 2 of Special Rates in Table 3B. Height shall be calculated from where it is necessary for the Employee to place their hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an Employee from falling any further distance. In tidal waters the water level means the mean water level. This subclause shall not apply to an Employee working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2025*. An additional amount set in Item 2 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 2 of Special Rates in Table 3.
- 12.3 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 2 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 2.
- 12.4 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 12.5 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.

13. Team Leader Allowance and Higher Duties

- 13.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an Employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 13.2 An Employee covered under this Award engaged for more than five consecutive weekdays, on duties carrying a higher rate than the Employee's ordinary classification or entitling the Employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be.

- 13.3 Where payment of the Team Leader allowance is due because of a temporary vacancy of more than five days, acting up will not be distributed to Employees or paid in increments of less than 5 days per Employee. Provided the Employee actually acts up for 5 or more consecutive days.
- 13.4 When an Employee covered by this Award acts up for less than five consecutive days in a position with a higher rate of ordinary pay than their substantive position, then pursuant to subclauses 13.2 and 13.3 of this Award, payment will not be made, but the time worked in that position will be counted for the purpose of subclause 10.4 of this Award.

14. Higher Grade Pay

- 14.1 An Employee engaged for more than five consecutive weekdays, on duties carrying a higher rate than the Employee's ordinary classification or entitling the Employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be.
- 14.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2024) Award, or successor, carrying a higher rate than the Employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such Employee was acting in the higher graded position). This includes an Employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

15. Authorised Heavy Vehicle Allowance

- 15.1 An Authorised Heavy Vehicle Inspectors allowance is paid to Employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 15.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.
- 15.3 As directed by FRNSW, suitably qualified FVRs covered by this Award will be required to obtain and maintain a Heavy Vehicle Inspector Number and undertake inspections as required as part of their normal duties.

16. On Call Allowance

- 16.1 An On Call Allowance is paid to Employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. Minimum payment for emergency recall to duty shall be for 4 hours at appropriate penalty rates.
- 16.2 The On Call allowance provided for in Table 3A of this Award shall apply to all Employees except those provided for in subclause 16.3.
- 16.3 The On Call allowance provided for in Table 3B of this Award shall apply only to FVRs.
- 16.4 The On Call allowance at subclause 16.3 comes into effect from the date this Award was varied in 2018.
- 16.5 The On Call allowances at subclauses 16.3 and 16.4 are subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

17. Tool Allowance

- 17.1 Employees of any of the following classifications who are required by FRNSW to supply and maintain tools ordinarily required in the performance of their work shall be paid in addition to all other payments

to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.

Classification

Bodymaker
 Motor Mechanic
 Painter (Vehicle)
 Panel Beater
 Automotive Electrician
 Electronic Technician
 Instrument Maker
 Radio Mechanic
 Telephone Mechanic
 Fitter
 Electronic Tradesperson
 Fire Vehicle Repairer

Apprentices

Motor Mechanic
 Automotive Electrician
 Fitter
 Electronic Technician

18. Apprentice Tool Loan

- 18.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to FRNSW for a zero interest loan up to the value of \$1500.00 for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 18.2 On behalf of each new Apprentice, FRNSW will purchase the required tools and equipment from FRNSW's recommended supplier.
- 18.3 The selection of tools and equipment shall be those identified by FRNSW or the Team Leader in charge of the Apprentice.
- 18.4 Upon commencement of employment, each Apprentice shall be issued with the pre-requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 18.5 Repayment of the loan shall be recouped by FRNSW, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.
- 18.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay FRNSW the outstanding balance of the loan owing. In this regard, FRNSW shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

19. Fire Equipment Allowance

- 19.1 Employees (with the exception of RETs) with a minimum of 12 months continuous service covered by this Award shall be paid a fire equipment allowance, at the rate applicable to their classification, as set out in Table 3 of this Award, as varied by the provisions of subclause 19.3 and 19.4.

- 19.2 RET's with a minimum of 12 months continuous service covered by this Award shall be paid a fire equipment allowance for the period 3 July 2024 to 2 July 2026, at the rate applicable to their classification, as set out in Table 3 of this Award, as varied by the provisions of subclause 19.3 and 19.4.
- 19.3 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance, at the rate applicable to their classification, as set out in Table 3 of this Award after a minimum of 12 months continuous service.
- 19.4 The Fire Equipment Allowance prescribed by this clause is abolished with effect from 3 July 2026 and shall not be payable on or after that date.

20. Test and Tag Allowance

- 20.1 This clause applies to Employees who are qualified and authorised by FRNSW to undertake testing and tagging of electrical equipment.
- 20.2 An Employee who is directed to perform testing and tagging of electrical equipment shall be paid the test and tag allowance prescribed in Table 3 of this Award.

21. Apprentice to Tradesperson

- 21.1 An Apprentice who completes a full four-year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a FVR at the thereafter rate of pay.

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency, an Employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate, the weekly rate shall be divided by the number of ordinary hours per week prescribed for each Employee.
- 22.6 An Employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the Employee.
- 22.8 An Employee working overtime shall be allowed a meal break of 20 minutes to be paid at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the Employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An Employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for 4 hours at appropriate penalty rates.

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

- 22.11.1 the Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements,
- 22.11.2 any risk to Employee health and safety,
- 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of FRNSW and the effect on client services,
- 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the Employee of their intention to refuse overtime, or
- 22.11.5 any other relevant matter.

23. Meal Allowance

23.1 An Employee required to work overtime for 1 1/2 hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal. After the completion of each 4 hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each subsequent meal in addition to their overtime payment, but such payment need not be made to Employees living in the same locality as their place of work who can reasonably return home for meals.

23.2 An Employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

24.1 An Employee shall be required to proceed to their headquarters and to return to their home at ordinary starting and ceasing time at least once on each ordinary working day in the Employee's own time and expense.

24.2 An Employee other than an Employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from their headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the Employer provides or offers to provide transport free of charge to the Employee, in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.

24.3 An Employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on Employees and the nature of employment on construction work.

24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the Employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.

24.5 Excess travelling time and fares shall not be payable in the case of an Employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.

24.6 Where an Employee is sent during working hours from one location to another, FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

25. Travelling Expenses

25.1 An employee required to travel on authorised FRNSW business away from their usual workplace will be entitled to reimbursement or allowances in accordance with this clause.

- 25.2 FRNSW will reimburse an employee for the actual cost reasonably incurred for authorised travel by aircraft, rail, road, boat or otherwise.
- 25.3 FRNSW will require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 25.4 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business will be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 25.5 FRNSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees will obtain prior approval when making their own arrangements for overnight accommodation.
- 25.6 If meals are provided by FRNSW at the temporary work location, the employee will not be entitled to claim the meal allowance.
- 25.7 Where an employee is required to stay overnight whilst travelling on authorised FRNSW business, the employee will be paid the applicable travelling allowance prescribed in Table 4 of Part B for each day of authorised travel requiring overnight accommodation.
- 25.8 The travelling allowance prescribed in Table 4 of Part B is inclusive of accommodation, meal and incidental expenses. Where accommodation is provided by FRNSW, the travelling allowance will not be payable and the employee will instead be entitled only to the applicable meal and incidental allowances prescribed in Table 4 of Part B.
- 25.9 Where an employee has been required to undertake multi-day travel, on the final day of travel, being the day on which the employee returns to their usual workplace or residence:
- (a) no travelling allowance will be payable; and
 - (b) the employee will be reimbursed for actual meal expenses reasonably incurred during the return journey, upon production of receipts or other evidence satisfactory to FRNSW.
- 25.10 Where an employee undertakes authorised travel which does not require overnight accommodation, the employee will be entitled to the applicable meal allowance prescribed in Table 4 of Part B where:
- (a) Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break; and
 - (c) An evening meal when required to travel until or beyond 6.30 p.m.
- 25.11 The meal, accommodation and incidental allowances expressed in Part B Table 4 will be adjusted on 1 July each year regardless of the date of issue of the relevant Circular by NSW Premiers Department. The amounts shall be in line with the corresponding allowance amounts published by the Australian Taxation Office for the relevant financial year.

26. Annual Leave

- 26.1 Every Employee shall be entitled to 4 weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in subclause 26.6. In other words, an Employee should work towards taking their Annual Leave from the year before in the

first 6 months of the following year, however if there are reasons to the satisfaction of the Employee and management of why this cannot be accomplished, then subclause 26.6 provides for flexibility.

- 26.2 Where an Employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the Employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the Employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5 and 26.6 to all Employees covered by this Award.
- 26.5 Annual Leave shall be subject to pre-approval at least 5 weekdays prior and if approved may be taken in consecutive or single days.
- 26.6 The parties agree to jointly work towards reducing each Employee's accrual of Annual Leave to the accumulation of 20 days plus the current year's entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of 4 weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the Employee has accrued over the previous leave year is to be paid to the Employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least 2 consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of 4 weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the Employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the Employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12-month period to 30 November 1974.
- 27.6 The annual leave loading is not payable when an Employee is granted annual leave to the Employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an Employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 27.8 Rate of Payment – The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of 2 weeks leave has been taken

during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an Employee sent on annual leave pending an inquiry into the Employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to Employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

- 28.1 Subject to subclause 28.2 of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An Employee shall be entitled to these holidays without loss of pay.
- 28.2 An Employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

29. Extended Leave

- 29.1 Extended Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 29.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 29.1.2 After service in excess of 10 years:
- 29.1.2.1 leave pursuant to paragraph 29.1.1, of this subclause; and
- 29.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years.
- 29.1.3 Extended Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 29.2 Where the service of an Employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the Employee on account of illness, incapacity or domestic or other pressing necessity, the Employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 29.3 In the event of the death of an Employee the value of Extended Leave due shall be paid to such dependants as FRNSW shall determine.
- 29.3.1 In the event of the termination of the employment of an Employee for any reason other than death, the money value of Extended Leave due to the Employee shall be paid to such Employee as a gratuity.
- 29.3.2 Extended leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the FRNSW by the Employee concerned at least 30 days before the date on which the Employee desires that such leave should commence.
- 29.4 Notwithstanding anything elsewhere provided by this clause:

29.4.1 Employees may apply to take pro-rata Extended leave after the completion of 7 years of service. Additionally, Employees with such service shall be entitled to pro-rata Extended Leave on resignation or termination.

29.4.2 Employees may apply to take a period of Extended leave at double pay provided that:

29.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.

29.4.2.2 The Employees' 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.

29.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Extended leave will accrue at the single time rate where an Employee takes Extended leave at double time.

29.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.

29.4.3 Where a public holiday falls during a period of Extended leave the Employee shall be paid for that day and additionally it shall not be deducted from the period of leave.

29.4.4 In respect of public holidays that fall during a period of double pay Extended Leave an Employee will not be debited in respect of the leave on a public holiday. The Employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

30. Sick Leave

30.1 An Employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of 2 days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.

30.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.

30.3 Where an Employee with 10 or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

31. Bereavement Leave

31.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an Employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding 2 ordinary working days. Proof of such death, shall, if requested, be furnished by the Employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.

31.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the Employee as a de facto spouse.

31.3 Bereavement entitlements for casual employees

31.3.1 Subject to the evidentiary and notice requirements in clause 31.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 38.1.3 of clause 38 Personal/Carers Leave.

31.3.2 FRNSW and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

31.3.3 FRNSW must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of FRNSW to engage or not engage a casual employee are otherwise not affected.

32. Clothing

32.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.

32.2 Clothing or other articles shall be issued to such Employee as FRNSW approves where in its opinion such clothing or article is necessary for:

32.2.1 Uniformity of appearance,

32.2.2 Protection against material which destroy or damage ordinary clothing,

32.2.3 Protection against weather, and

32.2.4 Protection against injury to the Employee.

32.3 An Employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.

32.4 An Employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.

32.5 An Employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the Employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.

32.6 Where full uniform is supplied by FRNSW and is required to be worn by an Employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

33. Insurance of Tools

33.1 In respect of those Employees entitled under this Award to a tool allowance FRNSW shall insure and shall keep insured against loss or damage by fire whilst on FRNSW's premises, such tools of the Employee which are used in the course of their employment. The Employee shall if requested to do so furnish FRNSW with a list of their tools so used.

33.2 Any such Employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

34. Procedure on Charge

34.1 When an Employee is summoned to appear before a senior representative of FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the Employee shall be given particulars; in writing, of the charge or allegation if any, against the Employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the Employee in writing to all or any of the official

papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.

- 34.2 The Employee also shall be allowed to give and call evidence on the Employee's own behalf and to hear all evidence given.
- 34.3 If an Employee so requests, the Employee may be represented by an Officer of the Union before such senior representative of FRNSW on all such occasions.
- 34.4 No adverse report about an Employee shall be placed among the records or papers relating to the Employee or noted thereupon unless the Employee concerned shall have been shown the said report which shall be evidenced by the Employee's signature thereupon unless the Employee refuses to sign in which case the Union shall be notified by FRNSW in writing within 7 days of such refusal, and shall have been given an opportunity of replying to the report. If the Employee so desires a reply, it shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the Employee or shall be noted thereupon.
- 34.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the Employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the Employee.
- 34.5.1 After the senior representative of FRNSW has announced the recommendation or when FRNSW has made its decision as the result of a charge or an appeal, the Employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

35. Anti-Discrimination

- 35.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, sexual orientation, gender identity, age, and responsibilities as a carer.
- 35.2 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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.3 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.
- 35.4 Nothing in this clause is to be taken to affect:
- 35.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 35.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 35.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 35.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.5 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.

35.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

35.5.2 Section 56(d) of the *Anti-Discrimination Act* 1977 provides;

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

35a. Work Health, Safety and Environment

35a.1 Employee rights with respect to Work Health and Safety are under the *Work Health and Safety Act* 2011. FRNSW internal WHS policies are underpinned by the *Work Health and Safety Act* 2011 and available for all Employees on FRNSW's intranet.

35b. Uniforms and Personal Protective Equipment

35b.1 FRNSW will provide Employees covered by this Award, with uniforms and where required, Personal Protective Equipment (PPE). These will be suitable and appropriate to the type of work activity being undertaken and the risks involved in those types of work activity.

35b.2 Uniform and PPE, where required will be provided by FRNSW, at no cost to the Employee.

35b.3 Reasonable alteration to the uniform and PPE for an Employee's individual needs will be undertaken by FRNSW at no cost to the Employee where required.

35b.4 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.

35b.5 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of FRNSW. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervising officer.

35b.6 FRNSW will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.

35b.7 If FRNSW intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in Clause 37a (Consultative Process).

35b.8 Where Uniform Committees are established, they will wherever practicable and subject to procurement rules consider procuring uniforms and PPE from Australian suppliers of Australian made uniforms and PPE.

Medical Requirements

35b.9 Where there is a medical requirement and it is needed for the task, prescription eye wear, alternate footwear or other specialty aids, devices and equipment will be provided by FRNSW to ensure control of safety hazards associated with the task.

36. Term of Employment

- 36.1 Except for misconduct justifying summary dismissal, the services of an Employee may be terminated only on the relevant period of notice as set out below

Period of continuous service	Minimum notice period
One year or less	One week
Between one and three years	Two weeks
Between three and five years	Three weeks
More than five years	Four weeks

- 36.2 If the Employee is over the age of 45 at the time of termination and has a continuous period of service with FRNSW of two years or more, FRNSW must provide an additional week's notice in addition to the notice period specified in sub-clause 36.1 above.
- 36.3 An Employee who resigns from their employment must provide the Employer with notice of their resignation of the duration specified in the table to 36.1 above.
- 36.4 This shall not affect the right of FRNSW to dismiss any Employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- 36.5 For the purposes of meeting the needs of the industry, FRNSW may require any Employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in this Award, and unless reasonable excuse exists the Employee shall work in accordance with such requirements.
- 36.6 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:
- 36.6.1 An Employee shall continue working until such time as the officer in charge orders the Employee to cease work.
- 36.6.2 An Employee shall stand by as directed by the officer in charge.
- 36.6.3 An Employee shall report for duty as directed.
- 36.7 The absence of an Employee from work for a continuous period exceeding 5 working days without the consent of FRNSW and without notification to FRNSW shall be prima facie evidence that the Employee has abandoned employment.
- 36.8 Provided that if within a period of 14 days from the Employee's last attendance at work or the date of the Employee's last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the Employee shall be deemed to have abandoned employment.
- 36.9 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to FRNSW, whichever is the later.
- 36.9.1 No payment in respect of wages, annual leave or Extended leave shall be assigned or charged to any person but shall be paid to the Employee entitled thereto or may be paid to the Employee entitled thereto or may be paid to a person authorised by the Employee to receive the same.
- 36.9.2 FRNSW shall be entitled to deduct out of an Employee's wages such sum as the Employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

37. Grievance and Dispute Resolution Procedures

- 37.1 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 FRNSW, if required.
- 37.2 An Employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 37.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within 2 working days, or as soon as practicable, of the matter being brought to attention.
- 37.4 If the matter remains unresolved with the immediate manager, the Employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within 2 working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the Employee until the matter is referred to the Commissioner.
- 37.5 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 37.6 If the matter remains unresolved, the Commissioner shall provide a written response to the Employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 37.7 An Employee, at any stage, may request to be represented by their Union.
- 37.8 The Employee or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 37.9 The Employee, Union, FRNSW and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 37.10 Whilst the procedures outlined in subclauses 37.1 to 37.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Employee or member of the public.

37a. Consultation

- 37a.1 This clause recognises the capacity of the Commissioner to make decisions to effect change within FRNSW. This clause also recognises that where FRNSW seeks to introduce or implement any major change that significantly affects Employees, provisions of this Award and/or the employment relationship, such change will be the subject of consultation with the Unions and the affected Employees.
- 37a.2 FRNSW must genuinely consult before any decision to implement such change is finalised. Such consultation must occur as early as possible and cover the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of the proposed change/s.
- 37a.3 Consultation as defined for the purposes of this Award means the full, meaningful and candid disclosure and discussion of issues and proposals with a genuine consideration of each party's views. The consultation process requires full disclosure of the proposed change including relevant information pertaining to it, and an opportunity for the Unions to consider and respond to the proposed change, along with an opportunity to provide an alternative proposal. Consultation shall provide a genuine opportunity to affect the outcome of change prior to FRNSW making a final decision and implementation of change/s.

- 37a.4 If there is a matter which remains in dispute regarding a decision to be implemented, as notified by the Commissioner and/or FRNSW to the Unions and Employees, the Union can follow the dispute procedure set out at clause 37, however, may commence those procedures from sub-clause 37.8, that is by referral to the New South Wales Industrial Relations Commission.

38. Personal/Carer's Leave

38.1 Use of Sick Leave -

38.1.1 An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in 38.1.3 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 30 of the Award, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

38.1.2 The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. 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.

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

38.1.3.1 the Employee being responsible for the care of the person concerned; and

38.1.3.2 the person concerned being:

38.1.3.2.1 a spouse of the Employee; or

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

38.1.3.2.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or

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

38.1.3.2.5 a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

38.1.4 An Employee shall, wherever practicable, give FRNSW 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 FRNSW by telephone of such absence at the first opportunity on the day of absence.

38.2 Unpaid Leave for Family Purpose -

38.2.1 An Employee may elect, with the consent of FRNSW, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 38.1.3 above who is ill.

38.3 Time Off in Lieu of Payment for Overtime -

38.3.1 An Employee may elect, with the consent of FRNSW, to take time off in lieu of payment for overtime at a time or times agreed with FRNSW within 12 months of the said election.

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

38.3.3 If, having elected to take time as leave in accordance with paragraph 38.3.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

38.3.4 Where no election is made in accordance with paragraph 38.3.1, the Employee shall be paid overtime rates in accordance with the Award.

38.4 Make-up Time -

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

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

38.5 Personal Carers Entitlement for casual employees -

38.5.1 Subject to the evidentiary and notice requirements in 38.1.2 and 38.1.3 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 38.1.3.2 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.

38.5.2 FRNSW and the casual employee shall agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

38.5.3 FRNSW must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of FRNSW to engage or not to engage a casual employee are otherwise not affected.

39. Parental Leave

39.1 Eligibility for Paid Parental Leave

39.1.1 An Employee who has, or will have completed not less than 40 weeks' 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 up to 14 weeks paid parental leave if the leave is associated with:

39.1.1.1 the birth of a child (or children from 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 young person (or children or young persons) under 18 years of age with the Employee or the Employees' partner; and

39.1.1.2 the Employee has or will have responsibility for the care of the child or young person.

- 39.1.2 Paid parental leave must be taken in a single continuous period within the first 24 months from the date of birth, adoption, altruistic surrogacy, or ongoing placement. For birth-related leave, paid parental leave may commence prior to the time of birth as provided for in subclause 38.3.1.
- 39.2 Bonus Paid Parental Leave
- 39.2.1 An Employee who has, or will have, completed not less than 40 weeks' continuous service (at the expected date of birth, time of adoption, time of altruistic surrogacy, or ongoing placement) is entitled to an additional 2 week bonus paid parental leave where each parent has exhausted any paid parental leave offered by their employer.
- 39.2.2 Employees who are single parents or whose partners do not have access to or are ineligible for employer paid parental leave will receive the full two weeks of bonus paid parental leave.
- 39.2.3 The two weeks bonus parental leave is in addition to the 14 weeks paid parental leave outlined in 39.1 of this subclause.
- 39.3 Taking of Parental Leave
- 39.3.1 A Employee who has been granted paid parental leave in accordance with 39.1 of this subclause may take leave after the actual date of birth, adoption, or ongoing placement of a child (or children or young person):
- 39.3.1.1 full-time for a period of up to 12 months; or
- 39.3.1.2 part-time for a period of up to 2 years; or
- 39.3.1.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.
- 39.4 An Employee who is pregnant and meets the requirements of 39.1 of this subclause shall, subject to this clause, be entitled to be granted parental leave in accordance with 39.3 of this subclause as well as for a period up to 9 weeks prior to the expected date of birth.
- 39.5 When an Employee has been granted paid parental leave in accordance with 39.1 of this subclause in association with 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 young person (or children or young persons) under 18 years of age with the Employee or the Employees' partner, that leave shall commence on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the Employee.
- 39.6 Effect of stillbirth or death of child on unpaid parental leave
- 39.6.1 If:
- (a) a child is stillborn; and
- (b) an Employee would have been entitled to unpaid parental leave that is birth - related leave, if the child had been born alive;
- then the employee is taken to be entitled to the unpaid parental leave, despite the stillbirth of the child.
- 39.7 A pregnant Employee who has been granted paid parental leave in accordance with 39.1 of this subclause and whose child is stillborn may elect to take available sick leave instead of parental leave.
- 39.8 An Employee who resumes duty immediately on the expiration of parental leave shall be entitled to resume duty in the position occupied by them immediately before the commencement of parental leave, if the position still exists.

39.9 If the position occupied by an Employee immediately prior to parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position, subject to the mobility provisions of the *Government Sector Employment Act 2013*.

39.10 Except as provided in clause 39.1 and 39.2 of this subclause, parental leave shall be granted without pay.

39.11 Concurrency of Paid Parental Leave

39.11.1 All paid parental leave may be taken concurrently except in circumstances where both parents are employed in the same NSW Government Sector workplace and operational requirements may prevent concurrent leave.

39.11.2 Employees where both parents are employed at the same NSW Government Sector workplace may take up to 4 weeks paid parental leave concurrently with their partner. Employees may request to take more than 4 weeks of paid parental leave concurrently with their partner, which FRNSW will consider and may reject in accordance with clause 39.12.3 of this Award.

39.12 Flexibility for Taking Paid Parental Leave

39.12.1. 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 FRNSW may agree for the Employee to use paid parental leave entitlements at any time within the first 24 months from the date of birth, adoption, altruistic surrogacy, or ongoing placement.

39.12.2. An Employee may request:

39.12.2.1 to use their paid parental leave entitlement in a manner other than a single continuous period; or

39.12.2.2 to take more than 4 weeks of paid parental leave concurrently;

39.12.3 FRNSW will consider their operational requirements and the Employee's personal and family circumstances in considering requests and may refuse the request on reasonable business grounds related to the impact on the workplace including but not limited to excessive cost, lack of adequate replacement staff, loss of productivity or impact on service delivery. FRNSW will provide their response to the Employee's request within 21 days.

39.12.4 Should FRNSW agree to paid parental leave in a manner other than a single continuous period, the period of leave must not extend beyond the first 24 months from the date of birth, adoption, altruistic surrogacy, or ongoing placement and will not be extended by any periods of public holidays that fall within the paid parental leave period.

39.13 Additional Provisions for Altruistic Surrogacy and Ongoing Placement Arrangements

39.13.1 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.

39.13.4 In the event that an ongoing placement arrangement ceases, and the Employee no longer had responsibility for the care of the child/children, the Employee must notify FRNSW as soon as practicable. At the cessation of an ongoing placement, the remaining period of Paid Parental Leave ceases, and the Employee should speak to FRNSW about alternative leave arrangements and/or a return-to-work date.

39.14 FRNSW must not fail to re-engage a regular casual employee (see section 53(2) of the *IR Act*) because:

- 39.14.1 the casual employee or casual employee's spouse is pregnant; or
 - 39.14.2 the casual employee is or has been immediately absent on parental leave;
 - 39.14.3 the rights of FRNSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- 39.15 Right to request - An Employee entitled to parental leave may request FRNSW to allow the Employee:
- 39.15.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - 39.15.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - 39.15.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
 - 39.15.4 to assist the Employee in reconciling work and parental responsibilities.
 - 39.15.5 FRNSW shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or FRNSW's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - 39.15.6 Employee's request and FRNSW's decision to be in writing. The Employee's request and FRNSW decision made under 39.15.2 and 39.15.4 must be recorded in writing.
 - 39.15.7 Request to return to work part-time - Where an Employee wishes to make a request under 39.15.3 such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.
 - 39.15.8 Communication during parental leave - Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, FRNSW shall take reasonable steps to:
 - 39.15.8.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
 - 39.15.8.2 provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
 - 39.15.8.3 The Employee shall take reasonable steps to inform FRNSW 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.
 - 39.15.8.4 The Employee shall also notify FRNSW of changes of address or other contact details which might affect FRNSW's capacity to comply with 39.15.8.1.
- 39.16 Special Adoption Leave — An Employee shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

40. Family and Community Service Leave

- 40.1 FRNSW shall grant to an Employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- 40.2 Such cases may include but not be limited to the following:
- 40.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the Employee's household;
 - 40.2.2 emergency accommodation matters up to 1 day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 40.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an Employee from reporting for duty;
 - 40.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
 - 40.2.5 attendance at court by an Employee to answer a charge for a criminal offence, only if FRNSW considers the granting of family and community service leave to be appropriate in a particular case;
 - 40.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for Employees who are selected to represent Australia or the State; and
 - 40.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an Employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 40.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to an Employee shall be the greater of the leave provided in subclauses 40.3.1 or 40.3.2 of this clause.
- 40.3.1 2½ of the Employee's working days in the first year of service and, on completion of the first year's service, 5 of the Employee's working days in any period of 2 years; or
 - 40.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the Employee.
- 40.4 If available family and community service leave is exhausted as a result of natural disasters, FRNSW shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 38.1.3.2 of clause 38, Personal/Carer's Leave, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an Employee.
- 40.5 In cases of illness of a family member for whose care and support the Employee is responsible, paid sick leave in accordance with subclause 38.1.3.2 of clause 38 of this Award shall be granted when paid family and community service leave has been exhausted.

40a Domestic and Family Violence Leave**40a.1 Definitions**

- 40a.1.1 Domestic violence is any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else's safety. It may be a pattern of ongoing controlling or coercive behaviour.
- 40a.1.2 An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- 40a.1.3 A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- 40a.1.4 Examples of behaviours that constitute domestic and family violence include but are not limited to:
- (i) physical and sexual violence;
 - (ii) verbal abuse;
 - (iii) emotional or psychological abuse;
 - (iv) stalking and intimidation;
 - (v) technological facilitated abuse;
 - (vi) social and geographical isolation;
 - (vii) financial abuse;
 - (viii) cruelty to pets
 - (ix) damage to property; or
 - (x) threats to be violent in the above ways.

40a.2 Leave for matters arising from Domestic and Family Violence Leave

- 40a.2.1 The definition of domestic violence is in clause 40a.1 of this Award.
- 40a.2.2 Employees, including part time or casual Employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- 40a.2.3 Paid domestic and family violence leave is not pro-rata for part-time or casual Employees.
- 40a.2.4 Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an Employee must take in a day.
- 40a.2.5 Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
- (i) seeking safe accommodation or establishing safety;
 - (ii) attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - (ii) attending court and other legal proceedings relating to their experience of domestic and family violence;
 - (iv) organising alternative care or education arrangements for their children or person(s) in their care;

- (v) other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - (vi) any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 40a.2.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, Employees should advise FRNSW of the need to take domestic and family violence leave as soon as possible.
- 40a.2.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 40a.2.8 FRNSW should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- 40a.2.9 Evidence of the occurrence of domestic and family violence may include:
- (i) a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - (ii) a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - (iii) a medical certificate;
 - (iv) a statutory declaration by the Employee experiencing domestic and family violence; or
 - (v) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 40a.2.10 Evidence provided by an Employee should be sighted and must be returned to the Employee. The evidence must not be retained by FRNSW or stored on the Employee's personnel file.
- 40a.2.11 The intent of paid domestic and family violence leave is to provide Employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
- (i) Full-time and part-time Employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
 - (ii) Casual Employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means FRNSW has offered specific hours of work and the casual employee has accepted that offer.
- 40a.2.12 FRNSW must keep personal information about domestic and family violence (including information about support provided by FRNSW) confidential. This includes not recording instances of or information about domestic and family violence leave on:
- (i) payslips,
 - (ii) the Employee's personnel file, or
 - (iii) rosters.
- 40a.2.13 Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the Employee's consent, a relevant senior manager.

- 40a.2.14 FRNSW must not take adverse action against an Employee because they:
- (i) have experienced, or are experiencing, domestic and family violence;
 - (ii) use the paid domestic and family violence leave provisions; or
 - (ii) are a casual Employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.

40a.2.15 FRNSW will provide support to an Employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

40a.3 Leave for Employees providing support to people experiencing domestic and family violence

40a.3.1 Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:

- (i) Family and Community Service Leave (Clause 40); or
- (ii) Personal / Carer's Leave (Clause 38).

40a.3.2 The "family" or "household" member that the Employee is providing care and support to must meet the definition of these terms, as referred to at:

- (i) Clause 38.1.3 Personal / Carer's Leave

40a.3.3 If FRNSW needs to establish the reasons for an Employee accessing existing leave entitlements under these provisions, the Employee may be required to provide evidence consistent with subclause 38.1.2 Personal / Carer's Leave of this Award or any other form of evidence that is considered acceptable by FRNSW such as a statutory declaration.

40a.3.4 Evidence provided by an Employee should be sighted and must be returned to the Employee. The evidence must not be retained by FRNSW or stored on the Employee's personnel file.

41. Union Rights

41.1 Trade Union Activities Regarded as on Duty

A Union delegate will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:

41.1.1 attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2025*.

41.1.2 attendance at meetings with FRNSW workplace management or workplace management representatives;

41.1.3 a reasonable period of preparation time, before -

- (a) meetings with FRNSW workplace management;
- (b) disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and

- (c) any other meeting with FRNSW workplace management by agreement with FRNSW workplace management, where operational requirements allow the taking of such time;

- 41.1.4 giving evidence in court on behalf of FRNSW;
- 41.1.5 appearing as a witness before the Industrial Relations Commission;
- 41.1.6 representing the Union at the Industrial Relations Commission as an advocate;
- 41.1.7 presenting information on the Union and Union activities at induction sessions for new Employees of FRNSW; and
- 41.1.8 distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to FRNSW workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

41.2 Trade Union Activities Regarded as Special Leave

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

- 41.2.1 annual or biennial conferences of the Union;
- 41.2.2 meetings of the Union's Executive, Committee of Management or Councils;
- 41.2.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 41.2.4 attendance at meetings called by Unions NSW involving the Union which requires attendance of a delegate;
- 41.2.5 attendance at meetings called by FRNSW on behalf the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
- 41.2.6 giving evidence before an Industrial Tribunal as a witness for the Union;
- 41.2.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 41.1, 41.2 and 41.3 apply.

41.3 Trade Union Training Courses

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

- 41.3.1 Accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between FRNSW and the Union under a local arrangement.
- 41.3.2 Courses organised and conducted by the Union, or a training provider nominated by the Union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief Employees;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;

- (c) all travelling and associated expenses being met by the Employee or the Union;
- (d) attendance being confirmed in writing by the Union or a nominated training provider.

41.4. Period of Notice for Trade Union Activities

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

41.5 Access to Facilities by Trade Union Delegates

- 41.5.1 The workplace will provide accredited delegates with reasonable access to the following facilities for authorised Union activities:
 - (a) telephone, facsimile, internet and email facilities;
 - (b) a notice board for material authorised by the Union or access to employee notice boards for material authorised by the Union;
 - (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between FRNSW and the Union.

41.6. Responsibilities of the Trade Union Delegate

Responsibilities of the Union delegate are to:

- 41.6.1 establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
- 41.6.2 participate in the workplace consultative processes, as appropriate;
- 41.6.3 follow the dispute settling procedure applicable in the workplace;
- 41.6.4 provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;
- 41.6.5 account for all time spent on authorised Union business;
- 41.6.6 when special leave is required, to apply for special leave in advance;
- 41.6.7 distribute union literature/membership forms, under local arrangements negotiated between FRNSW and the Union; and
- 41.6.8 use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

41.7. Responsibilities of the Trade Union

Responsibilities of the Union are to:

- 41.7.1 provide written advice to FRNSW about a Union activity to be undertaken by a delegate and, if requested, to provide written confirmation to FRNSW of the delegate's attendance/participation in the activity;
- 41.7.2 meet all travelling, accommodation and any other costs incurred by the delegate, except as provided in paragraph 41.8.3 of subclause 41.8, Responsibilities of Workplace Management, of this Award;

- 41.7.3 provide proof of identity when visiting a workplace in an official capacity, if requested to do so by FRNSW; and
- 41.7.4 assist FRNSW workplace management in ensuring that time taken by the Union delegate is accounted for and any facilities provided by FRNSW are used reasonably and properly.

41.8. Responsibilities of FRNSW Workplace Management

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

- 41.8.1 release the delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 41.8.2 advise the workplace delegate of the date of the next induction session for new Employees in sufficient time to enable the Union to arrange representation at the session;
- 41.8.3 meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 41.8.4 where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- 41.8.5 re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 41.8.6 where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off to apply the provisions of paragraph 41.8.5 of this subclause;
- 41.8.7 to verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and
- 41.8.8 if the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

41.9. Right of Entry Provisions

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

41.10. Travelling and Other Costs of Trade Union Delegates

- 41.10.1 Except as specified in paragraph 41.8.3 of subclause 41.8, Responsibilities of Workplace Management, of this Award, all travel and other costs incurred by Union delegates in the course of Union activities will be paid by the Union.
- 41.10.2 In respect of meetings called by FRNSW workplace management in terms of paragraph 41.8.3 of clause 41.8, Responsibilities of FRNSW Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 24, Travelling Time and Fares, and 25, Travelling Expenses, of this Award.
- 41.10.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an Employee from FRNSW, in respect of Union activities covered by special leave or on duty activities provided for in this clause.

41.11. Industrial Action

- 41.11.1 There will be no victimisation of Employees prior to, during or following such industrial action.

41.12. Deduction of Trade Union Membership Fees

- 41.12.1 At the Employee's election, FRNSW will provide for the Employee's Union membership fees to be deducted from the Employee's pay and ensure that such fees are transmitted to the Employee's Union at regular intervals. Alternative arrangements for the deduction of Union membership fees may be negotiated between FRNSW and the Union.

42. Contractors, Supplementary Labour and Outsourcing

42.1 Definitions

- 42.1.1 Contractors – persons who provide services to FRNSW on a fee for service basis.
- 42.1.2 Supplementary Labour – labour sourced by FRNSW from providers to supplement its permanent workforce.
- 42.1.3 Project Work – work undertaken on limited duration projects.
- 42.1.4 Outsourcing – the engagement of external contractors or service providers to undertake work of existing Employees.

42.2 Use of Contractors and Supplementary

- 42.2.1 FRNSW will use direct permanent employment as the preferred labour option within the organisation.
- 42.2.2 Contractors and Supplementary Labour may be used in circumstances including, but not limited to:
- (a) when specialist skills are required or where there is a need to work on specialist equipment;
 - (b) where there are non-core skills and/or work to be performed;
 - (c) where there are limited duration projects;
 - (d) where there are warranty obligations that require external parties to undertake work;
 - (e) during special events; or
 - (f) in the event of an emergency to address an immediate need.
- 42.2.3 Where it is proposed by FRNSW to reduce staffing levels in a work group in which permanent Employees and Contractors and/or Supplementary Labour are engaged to undertake the same ongoing work, priority will be given to reducing Contractors and Supplementary Labour prior to abolishing permanent positions. If the Unions have any concerns about the application of this clause it can be raised in the consultation process referred to in clause 37a (Consultation).

42.3 Outsourcing

- 42.3.1 Where FRNSW proposes to outsource work undertaken by existing Employees at the time of outsourcing, FRNSW will:
- (a) Consult with relevant parties to this Award;
 - (b) Provide reasons for the proposal to outsource;

- (c) Provide full details of the work to be outsourced;
- (d) Provide details of the numbers of Employees affected by the proposal to outsource; and
- (e) Provide proposed timeframes for the outsourcing to take place.

42.4 Safety

- 42.4.1 Contractors and Supplementary Labour will be required to comply with relevant FRNSW safety specifications and undertake site inductions.

42.5 Disputes

- 42.5.1 Where disputes arise about the use of Contractors and Supplementary Labour or outsourcing, these matters will be dealt with in accordance with clause 37 (Grievance and Dispute Resolution Procedures).
- 42.5.2 Contractors and Supplementary Labour are not bound by the terms of this Award, however, they are still required to adhere to FRNSW policies and comply with workplace obligations as set out by FRNSW.

43. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 43.1 The entitlement to salary package in accordance with this clause is available to:

- 43.1.1 permanent full-time and part-time Employees;
- 43.1.2 temporary Employees, subject to FRNSW's convenience; and
- 43.1.3 casual Employees, subject to the FRNSW convenience, and limited to salary sacrifice to superannuation in accordance with subclause 43.7.

- 43.2 For the purposes of this clause:

- 43.2.1 "salary" means the salary or rate of pay prescribed for the Employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 43.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 43.3 By mutual agreement with FRNSW, an Employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- 43.3.1 a benefit or benefits selected from those approved by FRNSW; and
- 43.3.2 an amount equal to the difference between the Employee's salary, and the amount specified by FRNSW for the benefit provided to or in respect of the Employee in accordance with such agreement.

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

- 43.5 The agreement shall be known as a Salary Packaging Agreement.

- 43.6 Except in accordance with subclause 43.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the Employee and FRNSW at the time of signing the Salary Packaging Agreement.
- 43.7 Where an Employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the Employee may elect to have the amount sacrificed:
- 43.7.1 paid into the superannuation fund established under the *Aware Super Act 1992*; or
- 43.7.2 where FRNSW is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 43.7.3 subject to the FRNSW's agreement, paid into another complying superannuation fund.
- 43.8 Where the Employee makes an election to salary sacrifice, FRNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 43.9 Where the Employee makes an election to salary package and where the Employee is a member of a superannuation scheme established under the:
- 43.9.1 *Police Regulation (Superannuation) Act 1906*;
- 43.9.2 *Superannuation Act 1916*;
- 43.9.3 *State Authorities Superannuation Act 1987*; or
- 43.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- FRNSW must ensure that the Employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 43.10 Where the Employee makes an election to salary package, and where the Employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 43.9 of this clause, FRNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by FRNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 43.11 Where the Employee makes an election to salary package:
- 43.11.1 subject to Australian taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 43.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the Employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the Employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.
- 43.12 FRNSW may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 43.13 FRNSW y will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the

date of such variation. In this circumstance, the Employee may elect to terminate the Salary Packaging Agreement.

44. Calculations

44.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

44.2 Calculation Methodology – Fire Vehicle Repairer (FVR)

44.2.1 The relativity of each FVR Classification Level to the weekly wage is expressed in Clause 10 Classification Structure and Labour Flexibility and is as follows:

Level 1 100%

Level 2 105%

Level 3 110%

Level 4 115% (up to and including 2 July 2026); 120% (from 3 July 2026)

44.2.2 In order to calculate a percentage increase to a FVR Wage Level expressed in Part B Monetary Rates Table 1 Wages:

Level 1. Take the current year non-Fire Equipment Allowance (FEA) wage rate and multiply by the annual percentage wage increase. This new rate is A in Table 1. For the FEA rate (see Table 3), take A and add the new FEA rate. This new rate is AA in Table 1.

Level 2. Take wage rate A in Table 1 and multiply by 105%. This rate is B in Table 1. For the FEA rate, take B and add the new FEA rate. This new rate is BB in Table 1.

Level 3. Take wage rate A in Table 1 and multiply by 110%. This rate is C in Table 1. For the FEA rate, take C and add the new FEA rate. This new rate is CC in Table 1.

Level 4. Take wage rate A in Table 1 and multiply by 115% (up to and including 2 July 2026); 120% (from 3 July 2026). This rate is D in Table 1. For the FEA rate, take D and add the new FEA rate. This new rate is DD in Table 1.

44.3 Calculation Methodology – Rescue Equipment Technician (RET)

44.3.1 The relativity of each RET Classification Level to the weekly wage is expressed in Clause 10 Classification Structure and Labour Flexibility and is as follows:

Level 1 100%

Level 2 105%

Level 3 110%

Level 4 115% (3 July 2024-2 July 2026); 120% (from 3 July 2026)

44.3.2 In order to calculate a percentage increase to a RET Wage Level expressed in Part B Monetary Rates Table 1 Wages:

Level 1. Take the current year non-Fire Equipment Allowance (FEA) wage rate and multiply by the annual percentage wage increase. This new rate is A in Table 1. For the FEA rate (see Table 3), take A and add the new FEA rate. This new rate is AA in Table 1.

Level 2. Take wage rate A in Table 1 and multiply by 105%. This rate is B in Table 1. For the FEA rate, take B and add the new FEA rate. This new rate is BB in Table 1.

Level 3. Take wage rate A in Table 1 and multiply by 110%. This rate is C in Table 1. For the FEA rate, take C and add the new FEA rate. This new rate is CC in Table 1.

Level 4. Take wage rate A in Table 1 and multiply by 115% (3 July 2024-2 July 2026); 120% (from 3 July 2026). This rate is D in Table 1. For the FEA rate, take D and add the new FEA rate. This new rate is DD in Table 1.

44.4 From 3 July 2026, the Fire Equipment Allowance is abolished and no longer forms part of the calculation methodology for FVR and RET wage rates. From that date, only the applicable classification relativity prescribed at clause 10 shall apply.

45. Area, Incidence and Duration

- 45.1 The Crown Employees (Fire and Rescue NSW Tradespersons) Award 2024 rescinds and replaces the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2022 published 19 November (390 I.G. 1037).
- 45.2 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2012 this nexus ceased.
- 45.3 This Award shall apply to all Employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire and Rescue NSW.
- 45.4 The term of this Award is 3 July 2024 until 2 July 2027 and will remain in force thereafter until rescinded.
- 45.5 Increases in the columns dated 3 July 2023 and 1 July 2024 expressed in Tables 1, 2 and 3 shall apply on and from the first full pay period to commence on or after the identified date.
- 45.6 The rates for 2022 in Tables 1, 2 and 3 are for historical purposes.

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

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Fire Vehicle Repairer								
Level	Classification	3/7/2023 Historical (not including Clause 19. FEA)	3/7/2023 Historical (including Clause 19. FEA)	3/7/2024 (+4.00%) (not including Clause 19. FEA)	3/7/2024 (+4.00%) (including Clause 19. FEA)	3/7/2025 (+7.00%) (not including Clause 19. FEA)	3/7/2025 (+7.00%) (including Clause 19. FEA)	3/7/2026 (+7.00%) (not including Clause 19. FEA)
Level 1	Fire Vehicle Repairer	A – 1370.70	AA – 1462.90	A – 1425.50	AA – 1521.40	A – 1525.30	AA – 1627.90	A – 1632.10
Level 2	Fire Vehicle Repairer	B – 1439.20	BB – 1531.40	B – 1496.80	BB – 1597.50	B – 1601.60	BB – 1709.30	B – 1713.70
Level 3	Fire Vehicle Repairer	C – 1507.80	CC – 1600.00	C – 1568.10	CC – 1673.50	C – 1677.80	CC – 1790.70	C – 1795.30
Level 4	Fire Vehicle Repairer	D – 1576.30	DD – 1668.50	D – 1639.30	DD – 1749.60	D – 1745.10	DD – 1872.10	D – 1958.50
Apprentices				3/07/2023 Historical rate \$	3/07/2024 4.00% Increase \$	3/07/2025 7.00% Increase \$	3/07/2026 7.00% Increase (not including NT FEA) \$	
- 1st year				548.90	570.90	610.90	653.70	
- 2nd year	(Rate = 2nd Year + NT FEA)**			790.40	822	879.50	881.80*	
- 3rd year	(Rate = 3rd Year + NT FEA)**			993.30	1033	1105.30	1108.20*	
- 4th year	(Rate = 4th Year + NT FEA)**			1134.70	1180.10	1262.70	1269.10	
Adult	(Rate = Adult + NT FEA)**			1134.70	1180.10	1262.70	1269.10	

* Rate operative from 3 July 2026 includes a one-off adjustment to ensure no reduction in remuneration following the abolition of the Fire Equipment Allowance.

** inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Rescue Equipment Technician						
Level	Classification	3/7/2024 (not including RET FEA)	3/7/2024 (including RET FEA)	3/7/2025 (+7.00%) (not including RET FEA)	3/7/2025 (+7.00%) (including RET FEA)	3/7/2026 (+7.00%) (not including RET FEA)
Level 1	Rescue Equipment Technician	A – 1389.90	AA – 1483.40	A – 1487.20	AA – 1587.20	A – 1591.30
Level 2	Rescue Equipment Technician	B – 1459.40	BB – 1557.60	B – 1561.60	BB – 1666.60	B – 1670.90
Level 3	Rescue Equipment Technician	C – 1528.90	CC – 1631.70	C – 1635.90	CC – 1745.90	C – 1750.40
Level 4	Rescue Equipment Technician	D – 1598.40	DD – 1705.90	D – 1710.30	DD – 1825.30	D – 1909.60

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 2 - Other Rates and Allowances

From the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Item	Clause 11, Additional Wage Rates	3/7/2023 Historical Rate	3/7/2024 4.00% increase	3/7/2025 7.00% increase	3/7/2026 7.00% increase
		\$	\$	\$	\$
1	12.1 Electricians: An electrician who is the holder of A Grade Licence (per week)	54.91	57.10	61.10	65.40
	B Grade Licence (per week)	29.74	30.90	33.10	35.40
2	20.10 Roof work (per hour)	1.08	1.12	1.20	1.28

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Table 3 – Allowances

From NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008

Item	ALLOWANCES	3/07/2023 Historical Rate \$	3/07/2024 4.00% increase \$	3/07/2025 7.00% increase \$	3/07/2026 7.00% increase \$
1	Team Leader Allowance (per week)	206.13	214.40	229.40	245.50
2	Heavy Vehicle Inspectors Allowance (per day)	2.54	2.64	2.82	3.02

Table 3A: On Call Allowance

Item	ALLOWANCES	3/07/2023 Historical Rate \$	1/07/2024 4.00% increase \$	1/07/2025 7.00% increase \$	1/07/2026 7.00% increase \$
1	On Call Allowance - Monday to Friday (per day)	24.43	25.41	27.19	29.09
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	37.77	39.28	42.03	44.97

Table 3B: On Call Allowance applicable only to FVRs

Item	ALLOWANCES	3/07/2023 Historical Rate \$	1/07/2024 4.00% increase \$	1/07/2025 7.00% increase \$	1/07/2026 7.00% increase \$
1	On Call Allowance - Monday to Friday (per day)	44.72	46.52	49.78	53.26
2	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	89.49	93.07	99.58	106.55

Item	Clause 12, SPECIAL RATES	3/07/2023 Historical Rate Per hour \$	1/07/2024 4.00% increase Per hour \$	1/07/2025 7.00% increase Per hour \$	1/07/2026 7.00% increase Per hour \$
1	20.1.1 Confined Spaces	1.08	1.12	1.20	1.28
2	20.3.1 Height Pay - 7.5 metres	1.02	1.06	1.13	1.21
3	20.3.1 Height Pay - every metre beyond 7.5m	0.31	0.32	0.34	0.36

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 17, TOOL ALLOWANCES	3/07/2023 Historical Rate \$	3/07/2024 3.8% increase	3/07/2025 2.3% increase \$	3/07/2026 4.4% increase \$
1	Bodymaker	35.40	36.70	37.50	39.20
2	Motor Mechanic	35.40	36.70	37.50	39.20
3	Painter (Vehicle)	8.70	9.00	9.20	9.60
4	Panel Beater	35.40	36.70	37.50	39.20
5	Automotive Electrician	35.40	36.70	37.50	39.20
6	Electronic Technician	22.10	22.90	23.40	24.40
7	Instrument Maker	22.10	22.90	23.40	24.40
8	Radio Mechanic	22.10	22.90	23.40	24.40
9	Telephone Mechanic	22.10	22.90	23.40	24.40
10	Fitter	35.40	36.70	37.50	39.20
11	Electronic Tradesperson	22.10	22.90	23.40	24.40
Item	Apprentices	3/07/2023 Historical Rate \$	3/07/2024 3.8% increase \$	3/07/2024 2.3% increase \$	3/07/2026 4.4% increase \$
1	Motor Mechanic	35.40	36.70	37.50	39.20
2	Automotive Electrician	35.40	36.70	37.50	39.20
3	Fitter	35.40	36.70	37.50	39.20
4	Electronic Technician	22.10	22.90	23.40	24.40

Increases in the Tool Allowance will be based upon the Sydney Consumer Price Index for March of each year. These amounts will be administratively adjusted in accordance with the applicable increase.

Item	Clause 19, FIRE EQUIPMENT ALLOWANCE	3/7/2023 Historical Rate Per week \$	3/07/2024 4.00% increase Per week \$	3/07/2025 7.00% increase Per week \$
1	Fire Equipment Allowance (FEA) - Trades**	92.20	95.90	102.60
2	Fire Equipment Allowance (FEA) - Non Trades**	68.80	71.60	76.60
3	Fire Equipment Allowance (FEA) – RETs **	Nil.	93.30	99.80

** At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 20 TEST AND TAG ALLOWANCE	3/7/2024 Current Per week \$	3/07/2025 7.00% increase Per week \$	3/07/2026 7.00% increase Per week \$
1	Test and Tag Allowance	6	6.40	6.80

Item	Clause 23, MEAL ALLOWANCE *	3/07/2023 Historical Rate Per Meal \$	3/07/2024 3.8% increase Per Meal \$	3/07/2025 2.3% increase Per Meal \$	3/07/2026 4.4% increase Per Meal \$
1	After 1½ hour overtime	17.00	17.65	18.06	18.85
2	Each 4 hours thereafter	14.60	15.15	15.50	16.18

Item	Clause 24, TRAVELLING TIME AND OTHER FARES *	3/07/2023 Historical Rate	3/07/2024 3.8% increase	3/07/2025 2.3% increase	3/07/2026 4.4% increase
1	Other than Builders' Labourers	27.49	28.53	29.19	30.47
2	Employer providing transport	10.95	11.37	11.63	12.14

Item	Clause 33, INSURANCE OF TOOLS *	3/07/2023 Historical Rate	3/07/2024 3.8% increase	3/07/2025 2.3% increase	3/07/2026 4.4% increase
1	Maximum claim for loss of tools	2049.00	2126.86	2175.78	2271.52

* Increases in the Meal Allowance, Travelling Time and Other Fares, and Insurance of Tools will be based upon the Sydney Consumer Price Index for March each year. These amounts will be administratively adjusted in accordance with the applicable increase.

Table 4 – Travelling Expenses

Effective 1 July 2024

Item No	Description	Amount
1	Meal expenses on one day journeys	
	Capital cities and high cost country centres (see list in item 2)	
	Breakfast	\$33.90
	Dinner	\$64.95
	Lunch	\$38.10
	Tier 2 and other country centres (see list in item 2)	
	Breakfast	\$30.35
	Dinner	\$59.75
	Lunch	\$34.65
2	Travelling allowances	
	Capital cities	Per day (inclusive of accommodation, meals and incidental expenses allowance)
	Adelaide	\$318.90
	Brisbane	\$341.90
	Canberra	\$338.90
	Darwin	\$380.90
	Hobart	\$336.90
	Melbourne	\$333.90
	Perth	\$340.90
	Sydney	\$358.90
	High cost country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)

	Armidale (NSW)	\$326.90
	Bourke (NSW)	\$344.90
	Broken Hill (NSW)	\$321.90
	Dubbo (NSW)	\$330.90
	Goulburn (NSW)	\$325.90
	Gosford (NSW)	\$321.90
	Grafton (NSW)	\$329.90
	Griffith (NSW)	\$319.90
	Gunnedah (NSW)	\$327.90
	Halls Creek (WA)	\$330.90
	Lismore (NSW)	\$323.90
	Maitland (NSW)	\$347.90
	Mudgee (NSW)	\$348.90
	Muswellbrook (NSW)	\$317.90
	Newcastle (NSW)	\$355.90
	Norfolk Island (NSW)	\$363.90
	Northam (WA)	\$374.90
	Nowra (NSW)	\$328.90
	Orange (NSW)	\$362.90
	Port Macquarie (NSW)	\$350.90
	Wagga Wagga (NSW)	\$337.90
	Wollongong (NSW)	\$341.90
	Tier 2 country centres	Per day (inclusive of accommodation, meals and incidental expenses allowance)
	Albury (NSW)	\$303.70
	Bathurst (NSW)	\$303.70
	Bega (NSW)	\$303.70
	Cobar (NSW)	\$303.70
	Coffs Harbour (NSW)	\$303.70
	Cooma (NSW)	\$303.70
	Cowra (NSW)	\$303.70
	Inverell (NSW)	\$303.70
	Narrabri (NSW)	\$303.70

	Queanbeyan (NSW)	\$303.70
	Tamworth (NSW)	\$303.70
	Taree (NSW)	\$303.70
	Tumut (NSW)	\$303.70
	Other country centres	\$289.70
	Incidental expenses when claiming actual expenses - all locations	\$23.95
	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
	Incidental expenses	\$23.95

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(1944)

SERIAL C10150

**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)

Before J. MCDONALD, *Commissioner*

7 May 2026

VARIATION

1. Vary Schedule A of the award published 13 May 2026 and insert in lieu thereof the following:

Schedule A - Employees determined to be Hospital Scientists

Name	Date of decision
Rami Mekasi	7 May 2026

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Independent Commission Against Corruption

(Case No. 175055 of 2026)

Before N. Constant, *Senior Commissioner*

Made 3 June 2026

VARIATION

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.
- 7. Delete in Clause 4 Communication and Consultation, mention of “three Executive representatives” and insert in lieu thereof: up to three Executive representatives
- 8.
- 9. 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.

- 10. 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.

- 11. 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.

- 12. 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.

- 13. 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.

- 14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.
22. 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).
23. Delete Clause 11(14) and insert in lieu thereof:
- (14) Carry over credit at end of Flex Period - up to 42 hours.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. Delete in Clause 15, mention of recreation leave, and replace with annual leave.
30. 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.

31. 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;

32. 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.

33. 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;
 - (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.
34. 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.

35. 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.
36. 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.
37. 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;
 - (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

- (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.

38. 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%

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

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(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)

Before J. McDonald, *Commissioner*

Made 25 May 2026

VARIATION

1. After clause 63 Leave Without Pay insert the following:

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 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 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 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 relevant unions.
 - (b) Where a 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 a 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 Engineers 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.
2. Following insertion the new clause 64 Engineering Registration and Recognition renumber the clauses thereafter 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, and 78 respectively and renumber all sub-clauses therein to match the revised clause numbers.
3. In the arrangement section of the Award delete the following clause numbers and titles;

63. Leave Without Pay

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

64. Hours of Work

65. Maritime Trainees Ordinary Hours of Work

66. Additional Hours

67. Overtime

68. Fitness for Duty

69. Allowances

70. Conditions Applicable to Managers in Operations and Compliance Branch at Salary Levels Ma16a, Ma16aa Ma17a and Ma17aa.
71. Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers (BEOs)
72. Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).
73. Conditions Applicable to the Payment of Annualised Salaries
74. Competency Progression of Maritime Employees
75. Change of Position
76. Specific Provisions for Special Aquatic Events
77. Professional Development for Maritime Employees

and insert in lieu thereof the following:

63. Leave Without Pay
64. Engineering Registration and Recognition

SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME
EMPLOYEES

- 65. Hours of Work
- 66. Maritime Trainees Ordinary Hours of Work
- 67. Additional Hours
- 68. Overtime
- 69. Fitness for Duty
- 70. Allowances
- 71. Conditions Applicable to Managers in
Operations and Compliance Branch at Salary
Levels Ma16a, Ma16aa Ma17a and Ma17aa.
- 72. Conditions Applicable to Senior Boating Safety
Officers (SBSOs), Boating Safety Officers
(BSOs) and Boating Education Officers (BEOs)
- 73. Conditions Applicable to Team Leaders
Environmental Services (TLES) and
Environmental Services Officers (ESOs).
- 74. Conditions Applicable to the Payment of
Annualised Salaries
- 75. Competency Progression of Maritime
Employees

- 76. Change of Position
- 77. Specific Provisions for Special Aquatic Events
- 78. Professional Development for Maritime
Employees

4. This variation will take effect from 19 May 2026.

J. McDonald, *Commissioner*

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(Code 680)

SERIAL C10153

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales

(Case No. 146706 of 2026)

Before N. Constant, *Senior Commissioner*

Made 18 May 2026

VARIATION

1) Delete “Part B” and replace with the following.

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

- 2). Delete “**Part C**” and replace with:

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.

3). Delete “**Part D**” and replace with:

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
- 4.) Order (1) in respect of the variation to the Rates of Remuneration in Pt B is to take effect from today, and in respect of the variation to the Temporary Fuel Levy in Pt D is to take effect from 1 June 2026.

N. Constant, *Senior Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

11 May 2026

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 13 May 2026 (399 I.G. 668), and insert in lieu the following:

- F.3.2 For pay periods commencing between 18 May 2026 and 14 June 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.25
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.32
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.46
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.46
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.46
Rigid-carrying capacity over 14 tonnes or more	\$0.60
Single Axle Prime Mover	\$0.60
Bogie Axle Prime Mover	\$0.73

For pay periods commencing between 20 April 2026 and 17 May 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.21
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.31
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.31
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.31
Rigid-carrying capacity over 14 tonnes or more	\$0.40
Single Axle Prime Mover	\$0.40
Bogie Axle Prime Mover	\$0.49

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 18 May 2026 and 14 June 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$6.50
Rigid-carrying capacity over 10 and including 12 tonnes	\$6.50
Rigid-carrying capacity over 12 and including 14 tonnes	\$6.50
Rigid-carrying capacity over 14 tonnes or more	\$8.33
Single Axle Prime Mover	\$8.36
Bogie Axle Prime Mover	\$10.15

For pay periods commencing between 20 April 2026 and 17 May 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.36
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.36
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.36
Rigid-carrying capacity over 14 tonnes or more	\$5.59
Single Axle Prime Mover	\$5.61
Bogie Axle Prime Mover	\$6.81

3. This variation will take effect on 18 May 2026.

J. McDONALD, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

11 June 2026

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 13 May 2026 (399 I.G. 668), and insert in lieu the following:

- F.3.2 For pay periods commencing between 15 June 2026 and 19 July 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.16
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.20
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.29
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.29
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.29
Rigid-carrying capacity over 14 tonnes or more	\$0.37
Single Axle Prime Mover	\$0.37
Bogie Axle Prime Mover	\$0.45

For pay periods commencing between 18 May 2026 and 14 June 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.25
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.32
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.46
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.46
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.46
Rigid-carrying capacity over 14 tonnes or more	\$0.60
Single Axle Prime Mover	\$0.60
Bogie Axle Prime Mover	\$0.73

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 15 June 2026 and 19 July 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.04
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.04
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.04
Rigid-carrying capacity over 14 tonnes or more	\$5.17
Single Axle Prime Mover	\$5.19
Bogie Axle Prime Mover	\$6.30

For pay periods commencing between 18 May 2026 and 14 June 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$6.50
Rigid-carrying capacity over 10 and including 12 tonnes	\$6.50
Rigid-carrying capacity over 12 and including 14 tonnes	\$6.50
Rigid-carrying capacity over 14 tonnes or more	\$8.33
Single Axle Prime Mover	\$8.36
Bogie Axle Prime Mover	\$10.15

3. This variation will take effect on 15 June 2026.

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1924)

SERIAL C10136

VENUES NSW AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

(Case No. 219951 of 2024)

Before The Honourable Justice Chin, *Vice President*

19 November 2024

ORDER OF RESCISSION

Pursuant to s17 of the *Industrial Relations Act 1996* (NSW), The Industrial Relations Commission of New South Wales orders that the Venues NSW Award 2024 published 30 May 2025 (Vol. 397, IG Pg. 2418) as varied, be rescinded on and from 1 July 2024.

Justice Chin, *Vice President*

Printed by the authority of the Industrial Registrar.

(1924)

SERIAL C10136

VENUES NSW AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

(Case No. 219951 of 2024)

Before The Honourable Justice Chin, *Vice President*

19 November 2024

AWARD**Arrangement**

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69. Deduction of Trade Union Membership Fees
70. Review of Allowances Payable in Terms of this Award

Annexure A - Salaries

Annexure B - Allowances

Annexure C - Classification Standards

1. Title

- 1.1 This award will be known as the Venues NSW Award 2024.

2. Definitions

- 2.1 Agency Head - means the Chief Executive Officer of Venues NSW.
- 2.2 Act - means the *Government Sector Employment Act 2013*.
- 2.3 Agency - means the Venues NSW Staff Agency.
- 2.4 Union - means the Public Service Association and Professional Officers' Association Amalgamated Union of NSW.

3. Parties to the Award

The parties to this award are:

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

4. No Extra Claims

- 4.1 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.
- 4.2 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.

5. Application/Coverage/Scope

- 5.1 The provisions of this award will apply to ongoing employees, temporary employees and casual employees (as specified in the award) as defined in the *Government Sector Employment Act 2013*, employed to exercise the functions of Venues NSW at all Venues NSW facilities, that were managed by Venues NSW pursuant to the *Sporting Venues Authority Act 2008* as at 30 November 2020, excluding the WIN Sports and Entertainment Centre.
- 5.2 At the time of making of this Award, no employee will suffer a reduction of their rate of pay or diminution in their conditions of employment as a consequence of the making of this Award.
- 5.3 The award stands alone. All other agreements and awards are excluded from having any application to employees covered by this Award as specified in cl. 5.1.

6. Period of Operation

- 6.1 This instrument will take effect on and from 1 July 2024 and remain in force as varied, until 30 June 2026.

7. Statement of Intent

- 7.1 Venues NSW and employees each recognise that the work practices that were used in the past may not be consistent with the current and future needs of Venues NSW and with work practices across the venue management industry. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of Venues NSW and provide consistent, fair and equitable working conditions to its employees.

8. Terms of Engagement

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

9. Casual Employment

- 9.1 This clause applies to casual employees allocated to Venues NSW facilities as specified in subclause 5.1.
- 9.2 Hours of Work
- 9.2.1 A casual employee is engaged and paid on an hourly basis.
- 9.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 9.2.3 A casual employee will not work more than 12 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 12 hours, except where longer periods are required by the usual work pattern of the role.
- 9.3 Rate of Pay
- 9.3.1 Casual employees will be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
- Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
- 9.3.2 Casual employees will be paid a loading on the appropriate ordinary hourly rate of pay of:
- 15%
- 9.3.3 Casual employees will also receive a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.3.4 The loading specified in paragraph 9.3.2 of this subclause is in recognition of the casual nature of the employment and compensates the employee for all leave, other than annual leave and long service leave, and all incidences of employment, except overtime.
- 9.4 Overtime
- 9.4.1 Casual employees will be paid overtime for work performed:
- (a) In excess of 12 consecutive hours (excluding meal breaks) except where required by the usual work pattern of the role; or
 - (b) In excess of the daily roster pattern applicable for the particular class of work; or
 - (c) In excess of the standard weekly roster of hours for the particular class of work.
- 9.4.2 Overtime rates will be paid in accordance with the rates set in clause 37, Payment for Overtime and Time Off in Lieu, of this award.
- 9.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 9.3.2 of this clause.
- 9.4.4 The loading in lieu of annual leave as set out in paragraph 9.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 9.5 Leave
- 9.5.1 Other than as described under subclauses 9.5, 9.6 and 9.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

- 9.5.2 As set out in paragraph 9.3.3 of this clause, casual employees will be paid a 1/12th loading on the appropriate ordinary hourly rate of pay in lieu of annual leave.
- 9.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 9.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Agency Head must not fail to re-engage a regular casual employee (see section 54(2) of the Act) because:
- (i) The employee or employee's spouse is pregnant; or
- (ii) The employee is or has been immediately absent on parental leave.

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

9.6 Personal Carers entitlement for casual employees

- 9.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member, of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 9.6.4, and the notice requirements set out in paragraph 9.6.5 of this clause.
- 9.6.2 The Agency Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 9.6.3 The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- 9.6.4 The casual employee will, if required,
- (a) Establish either by production of a medical certificate or statutory declaration:
- i. the illness of the person concerned; and
- ii. that the illness is such as to require care by another person;
- or
- (b) Establish by production of documentation acceptable to the employer or a statutory declaration:
- i. the nature of the emergency; and
- ii. that such emergency resulted in the person concerned requiring care by the employee.

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

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

9.7 Bereavement entitlements for casual employees

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

9.8 Meal Break

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

9.9 Application of other clauses of this Award to casual employees

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

- 10 Part-Time Employment
- 12 Apprentices
- 13 School based apprentices
- 15 Annualised Salary
- 24 Extended Leave
- 26 Hours of Work
- 27 Rosters - Ongoing and Temporary Employees
- 29 Meal Breaks and Allowances
- 30 Variation of Hours
- 31 Natural Emergencies and Major Transport Disruptions
- 32 Public Holidays
- 33 Overtime - General
- 34 Recall to Duty
- 35 Overtime Meal Breaks
- 38 On-Call (Stand-by) and On-Call Allowance
- 40 Leave Without Pay
- 41 Annual Leave
- 42 Annual Leave Loading
- 43 Family and Community Services Leave
- 44 Military Leave
- 45 Observance of Essential Religious or Cultural Obligations

46	Parental Leave
47	Sick Leave
48	Sick Leave Requirements for Evidence of Illness
49	Sick Leave to Care for a Family Member
50	Sick Leave - Workers Compensation
51	Sick Leave - Claims Other Than Workers Compensation
52	Special Leave
56	Trade Union Activities Regarded as on Duty
57	Trade Union activities Regarded as Special Leave
58	Trade Union Training Courses
59	Conditions Applying to on Loan Arrangements

10. Part-Time Employment

10.1 General

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

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

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

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

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

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

10.2 Additional hours - Non-Annualised Employees

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

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

11. Classifications

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

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

12. Apprentices

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

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

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

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

13. School Based Apprentices

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

14. Rates of Pay

- 14.1 The ordinary rates of pay relating to persons employed under this award are those applying in Annexure A to this award attached hereto and clause 14.2 below.
- 14.2 Rates of pay will be increased as follows:
- 14.2.1 4% from the first pay period on or after 1 July 2024.
- 14.2.2 3% from the first pay period on or after 1 July 2025.

14.2.3 3% from the first pay period on or after 1 July 2026.

15. Annualised Salary

- 15.1 The Agency Head may determine that an employee occupying a specified ongoing or temporary role will receive an annualised salary for all incidents of work under this Award.
- 15.2 Ongoing annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level and location, as set out in Annexure A.
- 15.3 An employee occupying a role classified at Level 8 or Level 9 as described in Table 1.2 of Annexure A to this award will be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 1.2 respectively for Level 8 and Level 9.
- 15.4 Ongoing annualised part-time employees will be paid pro rata the rate for the appropriate skill level and location, as set out in Annexure A.
- 15.5 Annualised salary is paid as compensation for time worked in excess of ordinary hours, up to 20 hours per 28 day roster period.
- 15.6 Annualised salary is paid as compensation for other work related incidents and allowances, including on call allowance, meal break interruptions, shift penalties and travel time.
- 15.7 The calculation of time 'worked' during each 28 day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
- 15.8 Due to the nature of our operation, employees in receipt of an annualised salary can be required to work up to 20 hours per 28 day roster period, in excess of 152 hours, without the payment of overtime or time off in lieu. Requests to work additional hours should not be unreasonable and be predominately made to employees for the purpose of major events, facilities and grounds works as required. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their equivalent pro rata normal working week hours.
- 15.9 Hours worked in excess of ordinary hours above 20 hours per 28 day roster period will be accrued, at the employee's discretion, as either overtime under clause 37 or as time off in lieu at a rate of one hour worked for one hour time in lieu.
- 15.10 Time off in lieu must be taken within 6 months of the leave accruing at a time and date agreed between the employer and the employee.
- 15.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
 - 15.11.1 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

16. Payment of Wages

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

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

- 17.1 A Public Service non-executive employee who is temporarily assigned by the Agency Head under the Government Sector Employment (General) Rules 2014 to another non-executive role at a higher

classification of work than the employee's current classification of work will be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014.

18. First Aid Allowance

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

19. Allowance Payable for Use of Private Motor Vehicle

- 19.1 The Agency Head may authorise an employee to use a private motor vehicle for work where:
- 19.1.1 Such use will result in greater efficiency or involve the Agency in less expense than if travel were undertaken by other means; or
- 19.1.2 Where the employee is unable to use other means of transport due to a disability.
- 19.2 An employee who, with the approval of the Agency Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Annexure B of this award attached hereto for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 19.4 of this clause.
- 19.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 19.3.1 The casual rate is payable if an employee elects, with the approval of the Agency Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 19.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.
- 19.4 Deduction from allowance

19.4.1 Except as otherwise specified in this award, an employee will bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

19.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 19.4.3 of this subclause.

19.4.3 Designated headquarters

- (a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

19.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

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

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

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

- 19.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act* 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Agency Head.
- 19.6 Expenses such as tolls etc. will be refunded to employees where the charge was incurred during approved work related travel.
- 19.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee will be entitled to an additional allowance as prescribed in Annexure B of this award attached hereto.

20. Damage to Private Motor Vehicle Used for Work

- 20.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer will be reimbursed by the Agency, provided:
- 20.1.1 The damage is not due to gross negligence by the employee; and
- 20.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 20.2 Provided the damage is not the fault of the employee, the Agency will reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 20.2.1 The damage was sustained on approved work activities; and
- 20.2.2 The costs cannot be met under the insurance policy due to excess clauses.

21. Overseas Travel

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

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

- 22.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act* 1987 and/or under any insurance policy of the Agency covering the damage to or loss of the personal property of the employee.
- 22.2 If a claim under subclause 22.1 of this clause is rejected by the insurer, the Agency Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 22.2.1 Is due to the negligence of the Agency, another employee, or both, in the performance of their duties; or
- 22.2.2 Is caused by a defect in an employee's material or equipment; or
- 22.2.3 Results from an employee's protection of or attempt to protect Agency property from loss or damage.
- 22.3 Compensation in terms of subclause 22.2 of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Agency Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- 22.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the employee's duties.
- 22.5 Compensation for the damage sustained will be made by the Agency where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

23. Lactation Breaks

- 23.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 23.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 23.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 23.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 23.5 The Agency Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 23.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 23.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 23.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 47, Sick Leave, of this award.

24. Extended Leave

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

25. Absence from Work

- 25.1 An employee must not be absent from work unless reasonable cause is shown.
- 25.2 If an employee is to be absent from duty because of illness or other emergency, the employee must notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 25.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Agency Head will deduct from the pay of the employee the amount equivalent to the period of the absence.
- 25.4 The minimum period of leave available to be granted will be a quarter day.

- 25.5 Nothing in this clause affects any proceedings for misconduct or unsatisfactory performance against an employee who is absent from duty without authorised leave.

26. Hours of Work

- 26.1 The ordinary hours of work will be Monday to Sunday inclusive.
- 26.2 Ordinary hours will be worked on a rostered basis over a 28 day period subject to the following limitations:
- 26.2.1 Except as provided by sub-clause 28.8 of clause 28 Rostered Days Off of this award, a maximum of 152 ordinary hours will be worked in any one 28 day period.
- 26.2.2 A maximum of 12 ordinary hours will be worked in any 24 hour period.
- 26.2.3 A minimum engagement of 3 hours to be worked consecutively.
- 26.3 Each employee will be entitled to a minimum of 8 hours break between each full shift. This clause does not apply to broken shifts.
- 26.4 The maximum ordinary hours of work for a full-time or part-time employee in any given week will be 60 hours.
- 26.5 Part-time employees - Hours of Work, refer to clause 10 of this award.
- 26.6 The working hours of employees and the manner of their recording, will be as determined from time to time by the Agency Head. Such direction will include the definition of full-time contract hours as contained in clause 26, Hours of Work, of this award.
- 26.7 The employee in charge of a division or branch of Venues NSW will be responsible to the Agency Head for the proper observance of hours of work and for the proper recording of such attendance.
- 26.8 The Agency Head may require an employee to perform duty beyond the hours determined under subclause 26.4 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors will be taken into account:
- 26.8.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- 26.8.2 Any risk to the employee's health and safety;
- 26.8.3 The urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- 26.8.4 The notice (if any) given by the Agency Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- 26.8.5 Any other relevant matter.
- 26.9 The application of hours of work is subject to the provisions of this clause.
- 26.10 The ordinary hours may be worked on a full-time or part-time basis.
- 26.12 The Agency Head will ensure that all employees employed in Venues NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

27. Rosters - Ongoing and Temporary Employees

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

28. Rostered Days Off

- 28.1 The following sub-clauses do not apply to annualised employees. Refer clause 15 Annualised Salary of this award.
- 28.2 Full-time hours will be worked on the basis of 19 Rostered Days in each 28 day roster cycle.
- 28.3 Part-time employees are entitled to the number of Rostered Days Off specified in their part-time work agreement.
- 28.4 An employee may swap a Rostered Day Off with another employee, subject to the prior approval of the Venue Manager or Supervisor.
- 28.5 An employee who is directed to work ordinary hours on a Rostered Day Off may take that Rostered Day Off at another time, subject to Venues NSW operational needs.
- 28.6 If an employee is unable to take a Rostered Day Off due to exceptional circumstances, the Rostered Day Off can be taken at another time, subject to Venues NSW operational needs. Where practicable, the Rostered Day Off will be taken during the current roster cycle, or the following roster cycle.
- 28.7 For a full-time employee absent on a working day or days, 7.6 hours leave will be deducted for each day of absence and counted as ordinary hours of work, regardless of the actual number of ordinary hours rostered to be performed.
- 28.8 For a part-time employee absent on a working day or days, the number of hours leave to be deducted for each day of absence and counted as ordinary hours of work will be specified in the employee's part-time work agreement.
- 28.9 Where a grant of leave as per sub-clauses 28.6 or 28.7 of this clause would otherwise lead to the total number of hours worked in the roster cycle to be in debit or excess of the contracted ordinary hours the employee's roster may be amended, subject to the operational needs of Venues NSW, to ensure that the contracted hours are worked within the roster cycle.
- 28.10 If it is not practicable to make an adjustment to the employee's roster in the current roster cycle as per sub-clause 28.8 of this clause the credit or debit on ordinary hours worked may be carried forward to the next roster cycle and an adjustment to the employee's roster made in the following roster cycle.
- 28.11 Where a full-time employee is absent for an entire roster cycle, 152 hours leave will be deducted.
- 28.12 Where a part-time employee is absent for an entire roster cycle the contract hours per roster cycle specified in the employee's part-time work agreement will be deducted.
- 28.13 If an employee or family member of an employee is sick on a Rostered Day Off, the Rostered Day Off will not be re-credited to the staff member.

29. Meal Breaks and Allowances

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

30. Variation of Hours

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

31. Natural Emergencies and Major Transport Disruptions

- 31.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 31.1.1 Apply to vary the working hours as provided in clause 30, Variation of Hours of this award; and/or
- 31.1.2 Negotiate an alternative working location with the Agency; and/or
- 31.1.3 Take available family and community service leave, annual or extended leave or leave without pay to cover the period concerned.

32. Public Holidays

- 32.1 Unless directed to attend for duty by the Agency Head, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 32.1.1 A public holiday throughout the State; or
- 32.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
- 32.1.3 A day between Boxing Day and New Year's Day determined by the appropriate Agency Head as a public service holiday.
- 32.2 An employee required by the Agency Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.

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

33. Overtime - General

- 33.1 An employee may be directed by the Agency Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- 33.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 33.1.2 Any risk to employee health and safety,
 - 33.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 33.1.4 The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 33.1.5 Any other relevant matter.
- 33.2 Payment for overtime will be made only where the employee works directed overtime.

34. Recall to Duty

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

35. Overtime Meal Breaks

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

36. Overtime Meal Allowances

- 36.1 If an adequate meal is not provided by the Agency, a meal allowance will be paid by the Agency at the appropriate rate specified in Annexure B of this award attached hereto, provided the Agency Head is satisfied that:
- 36.1.1 The time worked is directed overtime;
- 36.1.2 The employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 36.1.3 Where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and
- 36.1.4 Overtime is not being paid in respect of the time taken for a meal break.
- 36.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Agency Head will approve payment of actual expenses.
- 36.3 Where a meal was not purchased, payment of a meal allowance will not be made.
- 36.4 Receipts must be provided to the Agency Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

37. Payment for Overtime and Time Off in Lieu

- 37.1 Clause 37, "Payment for Overtime and Time Off in Lieu" of this award does not apply to annualised employees except as provided by subclause 15.9 of clause 15, Annualised Salary, of this award, or to casual employees except as provided by subclause 9.4 of clause 9, Casual Employment, of this award.
- 37.2 The Agency Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of time off in lieu in accordance with subclause 37.7 of this clause.
- 37.3 All time worked by any ongoing or temporary, full-time or part-time employee in excess of the 12 working hours on any one day or in excess of 152 hours in any rostered work cycle will be deemed to be overtime.
- 37.4 All time worked by any casual employee in excess of 12 working hours on any one day will be deemed as overtime.
- 37.5 Overtime will be based on the payment of time and one half for the first two hours and double time thereafter for work other than that performed on a Public Holiday.
- 37.6 Overtime performed on a public holiday will be paid at the rate of double time and a half.
- 37.7 An ongoing or temporary employee may elect to take time off in lieu as an alternative to being paid overtime.

- 37.8 Time off in lieu is to be taken on a one for one basis. (i.e. ordinary rate)
- 37.9 Time off in lieu must be taken within 6 months of the leave accruing at the discretion of the manager.
- 37.10 Time off in lieu may be taken as full or half days.
- 37.11 Any balance of time off in lieu untaken after 6 months of the leave accruing will be paid at the overtime rate in accordance with subclause 37.5.
- 37.12 All time accrued must be recorded in a format suitable and approved by the employee's manager.
- 37.13 Make-up Time -An ongoing or temporary employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 37.14 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time, will be paid at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Agency Head approves payment at the employee's salary or, where applicable, salary and allowance in the nature of salary.

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

- 38.1 Unless in receipt of an Annualised Salary in terms of clause 15 of this award an employee will be:
- 38.1.1 Entitled to be paid the on-call allowance set out in Annexure B of this award attached hereto when directed by the Agency to be on-call or on stand-by for a possible recall to duty outside the employee's working hours;
- 38.1.2 If an employee who is on call and is called out by the Agency, the overtime provisions as set out in clause 37, Payment for Overtime or Leave in Lieu, of this award will apply to the time worked;
- 38.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

39. Uniforms and Protective Clothing

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

40. Leave Without Pay

- 40.1 The Agency Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 40.2 Leave without pay may be granted on a full-time or a part-time basis.
- 40.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee will be paid for any proclaimed public holidays falling during such leave without pay.
- 40.4 Where an employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of annual leave.
- 40.5 An employee who has been granted leave without pay will not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Agency Head.
- 40.6 An employee will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- 40.7 No paid leave will be granted during a period of leave without pay.
- 40.8 An ongoing assignment may be made to the employee's role if:
 - 40.8.1 The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 40.8.2 The employee is advised of the Agency's proposal to permanently backfill their role; and
 - 40.8.3 The employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 40.8.4 The Agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 40.9 The role cannot be filled on an ongoing basis unless the above criteria are satisfied.
- 40.10 The employee does not cease to be employed by the Agency if their role is backfilled on an ongoing basis.
- 40.11 Subclause 40.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 46.9.1(a) of clause 46, Parental Leave, or to Military Leave granted in accordance with clause 44 of this award.

41. Annual Leave

- 41.1 Accrual
 - 41.1.1 Paid annual leave for full-time employees and annual leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
 - 41.1.2 Annual leave accrues from day to day.
- 41.2 Limits on Accumulation and Direction to Take Leave
 - 41.2.1 At least two (2) consecutive weeks of annual leave will be taken by an employee every 12 months, except by agreement with the Agency Head in special circumstances.

- 41.2.2 Where the operational requirements permit, the application for leave will be dealt with by the Agency Head according to the wishes of the employee.
- 41.2.3 The Agency Head will notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Agency.
- 41.2.4 The Agency Head will notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Agency.
- 41.2.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Agency must cooperate in this process. The Agency may direct an employee with more than 8 weeks to take their annual leave so that it is reduced to below 8 weeks.
- 41.3 Conservation of Leave - If the Agency Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Agency Head will:
- 41.3.1 Specify in writing the period of time during which the excess will be conserved; and
- 41.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 41.3.3 Annual leave accruals will be displayed for employees on their payslips.
- 41.4 Miscellaneous
- 41.4.1 Annual leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 41.4.2 Annual leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 41.4.3 Annual leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 41.4.4 of this subclause.
- 41.4.4 Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act* 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full-time working days, or their part-time equivalent, in any period of 12 months.
- 41.4.5 The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph 41.4.4 of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 41.4.6 Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay or annual leave taken on half pay.
- 41.4.7 Annual leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 46, Parental Leave of this award.
- 41.4.8 On cessation of employment, an employee is entitled to be paid, the money value of accrued annual leave which remains untaken.

- 41.4.9 An employee to whom paragraph 41.4.8 of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 41.5 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary.
- 41.6 Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows: -
- 41.6.1 To the widow or widower of the employee; or
- 41.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 41.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Agency Head was, at the time of the employee's death, a dependent relative of the employee; or
- 41.6.4 If there is no person entitled under paragraphs 41.6.1, 41.6.2 or 41.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment will be made to the personal representative of the employee.
- 41.7 Annual leave does not accrue during leave without pay other than
- 41.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
- 41.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is
- 41.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 41.7.4 Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 41.7.5 Periods which when aggregated do not exceed 5 working days in any period of 12 months.

42. Annual Leave Loading

- 42.1 General - An employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 42.2 to 42.4 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks annual leave accrued in a leave year.
- 42.2 Maximum Loading - The annual leave loading payable will not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk as specified in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 or any successor instrument, as varied from time to time.
- 42.3 Leave year - For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- 42.4 Payment of annual leave loading - Payment of the annual leave loading will be made on the annual leave accrued during the previous leave year and will be subject to the following conditions:
- 42.4.1 Annual leave loading will be paid on the first occasion in a leave year, other than the first leave year of employment, when an employee takes at least two (2) consecutive weeks annual leave. Where an employee does not have at least 2 weeks annual leave available, the employee may use a combination of annual leave and any of the following: public holidays, extended leave, leave

without pay, time off in lieu, rostered day off. The employee will be paid the annual leave loading for such period, provided the absence is at least 2 weeks.

42.4.2 If at least two weeks leave, as set out in paragraph 42.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the employee as at 30 November of the current year.

42.4.3 While annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 42.4.1 of this subclause, is taken.

42.4.4 An employee who has not been paid the annual leave loading for the previous leave year, will be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.

42.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

43. Family and Community Service Leave

43.1 The Agency Head will grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 43.2 of this clause. The Agency Head may also grant leave for the purposes in subclause 43.3 of this clause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

43.2 Such unplanned and emergency situations may include, but not be limited to, the following: -

43.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;

43.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

43.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;

43.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

43.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Agency Head considers the granting of family and community service leave to be appropriate in a particular case.

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

43.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and

43.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

43.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 49.4.2 of clause 49, Sick Leave to Care for a Family Member of this award.

- 43.5 Family and community service leave will accrue as follows:
- 43.5.1 Two and a half days in the employee's first year of service;
 - 43.5.2 Two and a half days in the employee's second year of service; and
 - 43.5.3 One day per year thereafter.
- 43.6 If available family and community service leave is exhausted as a result of natural disasters, the Agency Head will consider applications for additional family and community service leave, if some other emergency arises.
- 43.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 43.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 49, Sick Leave to Care for a Sick Family Member, of this award will be granted when paid family and community service leave has been exhausted or is unavailable.
- 43.9 The Agency Head may also grant employee other forms of leave such as accrued annual leave, time off in lieu and so on for family and community service leave purposes.

44. Military Leave

- 44.1 During the period of 12 months commencing on 1 July each year, the Agency Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 44.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 44.3 Up to 24 working days military leave per financial year may be granted by the Agency Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 44.1 of this clause.
- 44.4 The Agency Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.
- 44.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 44.3 of this clause may be granted Military Leave Top Up Pay by the Agency Head.
- 44.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 44.7 During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, annual and extended leave entitlements, and Agencies are to continue to make superannuation contributions at the normal rate.
- 44.8 At the expiration of military leave in accordance with subclause 44.3 or 44.4 of this clause, the employee will furnish to the Agency Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

45. Observance of Essential Religious or Cultural Obligations

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

46. Parental Leave

- 46.1 Parental leave includes maternity, adoption and "other parent" leave.
- 46.2 Maternity leave will apply to an employee who is pregnant and, subject to this clause the employee will be entitled to be granted maternity leave as follows:
- 46.2.1 For a period up to 9 weeks prior to the expected date of birth; and
 - 46.2.2 For a further period of up to 12 months after the actual date of birth.
 - 46.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 46.3 Adoption leave will apply to an employee adopting a child and who will be the primary care giver, the employee will be granted adoption leave as follows:
- 46.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - 46.3.2 For such period, not exceeding 12 months on a full-time basis, as the Agency Head may determine, if the child has commenced school at the date of the taking of custody.
 - 46.3.3 Special Adoption Leave - An employee will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, extended leave or family and community service leave.
- 46.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

- 46.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 46.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 46.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 46.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 46.5.1 applied for parental leave within the time and in the manner determined set out in subclause 46.10 of this clause; and
- 46.5.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 46.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) In advance as a lump sum; or
 - (b) Fortnightly as normal; or
 - (c) Fortnightly at half pay; or
 - (d) A combination of full pay and half pay.
- 46.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full-time role who is on part-time leave without pay when they start parental leave is paid:
- 46.6.1 At the full-time rate if they began part-time leave 40 weeks or less before starting parental leave;
- 46.6.2 at the part-time rate if they began part-time leave more than 40 weeks before starting parental leave and have not changed their part-time work arrangements for the 40 weeks;
- 46.6.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part-time leave for more than 40 weeks but have changed their part-time work arrangements during that period.
- 46.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 46.7.1 At the rate (full-time or part-time) they were paid before commencing the initial leave if they have not returned to work; or
- 46.7.2 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 46.7.3 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 46.8 Except as provided in subclauses 46.5, 46.6 and 46.7 of this clause parental leave will be granted without pay.
- 46.9 Right to request

46.9.1 An employee who has been granted parental leave in accordance with subclause 46.2, 46.3 or 46.4 of this clause may make a request to the Agency Head to:

- (a) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) Return from a period of full-time parental leave on a part-time basis until the child reaches school age (Note: returning to work from parental leave on a part-time basis includes the option of returning to work on part-time leave without pay);
- (c) To assist the employee in reconciling work and parental responsibilities.

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

46.10 Notification Requirements

46.10.1 When an Agency is made aware that an employee or their spouse is pregnant or is adopting a child, the Agency must inform the employee of their entitlements and their obligations under the award.

46.10.2 An employee who wishes to take parental leave must notify the Agency Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

- (a) That she/he intends to take parental leave, and
- (b) The expected date of birth or the expected date of placement, and
- (c) If she/he is likely to make a request under subclause 46.9 of this clause.

46.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:

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

46.10.4 Employee's request and the Agency Head's decision to be in writing

The employee's request under paragraph 46.9.1 and the Agency Head's decision made under paragraph 46.9.2 must be recorded in writing.

46.10.5 An employee intending to request to return from parental leave on a part-time basis or seek an additional period of leave of up to 12 months must notify the Agency Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part-time basis, or later if the Agency Head agrees.

46.10.6 An employee on maternity leave is to notify her Agency of the date on which she gave birth as soon as she can conveniently do so.

46.10.7 An employee must notify the Agency as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- 46.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Agency and any number of times with the consent of the Agency. In each case she/he must give the Agency at least 14 days' notice of the change unless the Agency Head decides otherwise.
- 46.11 An employee has the right to her/his former role if she/he has taken approved leave or part-time work in accordance with subclause 46.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part-time basis.
- 46.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee will be appointed to a role of the same grade and classification as the employee's former role.
- 46.13 An employee does not have a right to her/his former role during a period of return to work on a part-time basis. If the Agency Head approves a return to work on a part-time basis then the role occupied is to be at the same classification and grade as the former role.
- 46.14 An employee who has returned to full-time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable to the Agency) must be given.
- 46.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued annual or extended leave or sick leave without pay. An employee may apply for accrued annual leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 46.16 An employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 46.17 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 46.17.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
 - 46.17.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
 - 46.17.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay will be converted to the full-time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full-time rate.
- 46.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Agency Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but, is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 46.19 If such adjustments cannot reasonably be made, the Agency Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 46.20 Communication during parental leave
- 46.20.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency will take reasonable steps to:

- (a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
 - (b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- 46.20.2 The employee will take reasonable steps to inform the Agency Head about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 46.20.3 The employee will also notify the Agency Head of changes of address or other contact details which might affect the Agency's capacity to comply with paragraph 46.20.1 of this subclause.
- 46.21 Determination No. 3 and No. 4 of 2022 made under Section 52 of the Government Sector Employment Act 2013 ('the Paid Parental Leave Scheme Determination') includes various conditions of employment for public sector employees related to paid parental leave. To the extent of any inconsistencies between the Parental Leave Scheme Determination and this Award, the provisions of the Parental Leave Scheme Determination apply and prevail over the Award.

47. Sick Leave

- 47.1 Illness in this clause and in clauses 48 and 49 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 47.2 Payment for sick leave is subject to the employee:
- 47.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
 - 47.2.2 Providing evidence of illness as soon as practicable if required by clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.
- 47.3 If the Agency Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Agency Head:
- 47.3.1 Will grant to the employee sick leave on full pay; and
 - 47.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 47.4 The Agency Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 47.4.1 Is unable to carry out their duties without distress; or
 - 47.4.2 Risks further impairment of their health by reporting for duty; or
 - 47.4.3 Is a risk to the health, wellbeing or safety of other employees, Agency clients or members of the public.
- 47.5 The Agency Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 47.6 Entitlements

- 47.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 47.6.2 After the first four months of employment, the employee will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 47.6.3 After the first year of service, the employee will accrue sick leave day to day at the rate of 15 working days per year of service.
- 47.6.4 All continuous service as an employee in the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 47.6.5 Notwithstanding the provisions of paragraph 47.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Government Sector Employment Regulation 2014 and Public Sector Staff Mobility Policy.
- 47.6.6 Sick leave without pay will count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
- 47.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
- 47.6.8 Paid sick leave will not be granted during a period of unpaid leave.
- 47.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Agency Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.
- 47.8 Seasonal or relief employees - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief employees for a period of less than 3 months.

48. Sick Leave - Requirements for Evidence of Illness

- 48.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Agency Head in respect of the absence.
- 48.2 In addition to the requirements under subclause 47.2 of clause 47, Sick Leave, of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Agency Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Agency Head for each occasion absent for the balance of the calendar year.
- 48.3 As a general practice backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Agency Head is satisfied that the reason for the absence is genuine.
- 48.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Agency Head will advise them in advance.
- 48.5 If the Agency Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the nominated medical assessor for the NSW public sector for advice.
- 48.5.1 The type of leave granted to the employee will be determined by the Agency Head.

- 48.5.2 If sick leave is not granted, the Agency Head will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 48.6 The granting of paid sick leave will be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Agency.
- 48.7 The reference in this clause to evidence of illness will apply, as appropriate:
- 48.7.1 Up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Agency Head's discretion, another registered health services provider, or
- 48.7.2 Where the absence exceeds one week, and unless the health provider listed in paragraph 48.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 48.7.3 At the Agency Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 48.8 If an employee who is absent on annual leave or extended leave, furnishes to the Agency Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Agency Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 48.8.1 In respect of annual leave, the period set out in the evidence of illness;
- 48.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 48.9 Subclause 48.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

49. Sick Leave to Care for a Family Member

- 49.1 Where family and community service leave provided for in clause 43 of this award is exhausted or unavailable, an employee with responsibilities in relation to a category of person set out in subclause 49.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 49.2 The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Agency Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 49.3 If required by the Agency Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 48.6 of clause 48, Sick Leave - Requirements for Evidence of Illness, of this award.
- 49.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 49.4.1 The employee being responsible for the care and support of the person concerned; and
- 49.4.2 The person concerned being:
- (a) A spouse of the employee; or

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

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

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

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

50. Sick Leave - Workers Compensation

- 50.1 The Agency Head will advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.
- 50.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* will be required to lodge a claim for any such compensation.
- 50.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Agency Head will assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.
- 50.4 The Agency Head will ensure that, once received by the Agency, an employee's workers compensation claim is lodged by the Agency with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- 50.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Agency Head will grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued annual leave or extended leave.
- 50.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim will be restored to the credit of the employee.
- 50.7 If an employee notifies the appropriate Agency Head that he or she does not intend to make a claim for any such compensation, the Agency Head will consider the reasons for the employee's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 50.8 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 50.9 If the Agency Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails,

to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

50.11 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:

- 50.11.1 The employee's claim for workers compensation;
- 50.11.2 The conduct of a medical examination by a Government or other Medical Officer;
- 50.11.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 50.11.4 Action taken by the Agency Head either under the *Workers Compensation Act* 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

51. Sick Leave - Claims Other Than Workers Compensation

51.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act* 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:

51.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Agency to the employee; and

51.1.2 In the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Agency the monetary value of any such period of sick leave.

51.2 Sick leave on full pay will not be granted to an employee who refuses or fails to complete an undertaking, except in cases where the Agency Head is satisfied that the refusal or failure is unavoidable.

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

52. Special Leave

52.1 Special Leave - Jury Service

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

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

52.1.3 When a certificate of attendance on jury service is received in respect of any period during which an employee was required to be on duty, the Agency Head will grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Agency Head will grant, at the sole election of the employee, available annual leave on full pay or leave without pay.

- 52.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee will be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity will be paid by the Agency.
- 52.3 Witness at Court - Other than in Official Capacity - Crown Witness - An employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:
- 52.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 52.3.2 Pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 52.4 Association Witness - an employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction will be granted special leave by the Agency for the required period.
- 52.5 Called as a witness in a private capacity - An employee who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available annual leave on full pay or leave without pay.
- 52.6 Special Leave - Examinations -
- 52.6.1 Special leave on full pay up to a maximum of 5 days in any one year will be granted to employees for the purpose of attending at any examination approved by the Agency Head.
- 52.6.2 Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.
- 52.6.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the employee, no further leave is granted for any examination.
- 52.7 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Union delegates to undertake Union activities as provided for in clause 57, Trade Union Activities Regarded as Special Leave of this award.
- 52.8 Return Home When Temporarily Living Away from Home - Sufficient special leave will be granted to an employee who is temporarily living away from home as a result of work requirements. Such employee will be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the employee wishes to return home more often, such employee may be granted annual leave, extended leave to credit or leave without pay, if the operational requirements allow.
- 52.9 Return Home When Transferred to New Location - Special leave will be granted to an employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- 52.10 An employee who identifies as an Indigenous Australian will be granted up to one day special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and employee.
- 52.11 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Agency Head for such other purposes, subject to the conditions specified in the guidelines issued by the Public Service Commissioner at the time the leave is taken.

52.12 Matters arising from domestic violence situations.

- 52.12.1 When the leave entitlements referred to in clause 53, Leave for Matters Arising from Domestic Violence, have been exhausted, the Agency Head will grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

53. Leave for Matters Arising from Domestic and Family Violence

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

53.2 Full time and Part time employees experiencing domestic violence are entitled to 20 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for all employees including experiencing domestic and family violence, for purposes including:

- 53.2.1 seeking safe accommodation;
- 53.2.2 attending medical, legal police or counselling appointments relating to their experience of domestic and family violence;
- 53.2.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
- 53.2.4 organising alternative care or education arrangements for their children; or
- 53.2.5 other related purposes that will assist them to establish safety, and recover from their experience of domestic and family violence; or any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work

53.3 The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

53.4 The leave does not have to be approved before an employee can access the leave, but an employee should advise their employer as soon as possible of the need to take such leave.

53.5 When approving leave, Venues NSW needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as:

- 53.5.1 a document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession;
- 53.5.2 a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction;
- 53.5.3 a medical certificate.
- 53.5.4 a statutory declaration by the employee experiencing domestic and family violence, or any other evidence that would satisfy a reasonable person that domestic and family violence has occurred

53.6 Casual employees will also be entitled to domestic and family violence leave. A casual employee can take a period of paid domestic and family violence leave for the hours for which the casual employee has an approved roster for work. In this circumstance, the employer is not required to pay the casual employee for hours that the casual employee had not been approved to work.

53.7 A casual employee is taken to have been rostered to work hours in a period if they have accepted an offer by the employer of work for those hours.

54. Disputes Procedure

- 54.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Agency, if required.
- 54.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 54.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 54.4 The immediate manager, or other appropriate employee, will convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 54.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 54.6 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 54.7 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 54.8 An employee, at any stage, may request to be represented by the relevant Union.
- 54.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 54.10 The employee, Unions, and the Agency will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 54.11 Whilst the procedures outlined in subclauses 54.1 to 54.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

55. Anti-Discrimination

- 55.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, sexuality, transgender identity, age and responsibilities as a carer.
- 55.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 55.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

55.4 Nothing in this clause is to be taken to affect:

55.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

55.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

55.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

55.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

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

56. Trade Union Activities Regarded as on Duty

56.1 A Union delegate will be released from the performance of normal Agency duty when required to undertake any of the activities specified below. While undertaking such activities the Union delegate will be regarded as being on duty and will not be required to apply for leave:

56.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2017.

56.1.2 Attendance at meetings with workplace management or workplace management representatives;

56.1.3 A reasonable period of preparation time, before-

(a) Meetings with management;

(b) Disciplinary or grievance meetings when a Union member requires the presence of a Union delegate; and

(c) Any other meeting with management,

by agreement with management, where operational requirements allow the taking of such time;

56.1.4 Giving evidence in court on behalf of the employer;

56.1.5 Presenting information on the Union and Union activities at induction sessions for new employees of the Agency; and

56.1.6 Distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

57. Trade Union Activities Regarded as Special Leave

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

58. Trade Union Training Courses

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

59. Conditions Applying to on Loan Arrangements

- 59.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 59.1.1 Meetings interstate or in NSW of a Federal nature to which a Union member has been nominated or elected by the Union:
 - (a) As an Executive Member; or
 - (b) A member of a Federal Council; or
 - (c) Vocational or industry committee.

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

60. Period of Notice for Trade Union Activities

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

61. Access to Facilities by Trade Union Delegates

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

62. Responsibilities of the Trade Union Delegate**62.1 Responsibilities of the Union delegate are to:**

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

63. Responsibilities of the Trade Union**63.1 Responsibilities of the Union are to:**

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

64. Responsibilities of Workplace Management**64.1 Where time is required for Union activities in accordance with this clause the responsibilities of the workplace management are to:**

- 64.1.1 Release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
- 64.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Union to arrange representation at the session;

- 64.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 64.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of workplace management;
- 64.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 64.1.6 Where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off to apply the provisions of paragraph 64.1.5 of this clause;
- 64.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Union and to obtain reimbursement of salary and on-costs from the Union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 64.1.8 To verify with the Union the time spent by a Union delegate or delegates on Union business, if required; and
- 64.1.9 If the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.

65. Right of Entry Provisions

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

66. Travelling and Other Costs of Trade Union Delegates

- 66.1 Except as specified in paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the Union.
- 66.2 In respect of meetings called by the workplace management in terms of paragraph 64.1.3 of clause 64, Responsibilities of Workplace Management, of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate.
- 66.3 No overtime, leave in lieu or any other additional costs will be claimable by an employee from the Agency or the Secretary, in respect of Union activities covered by special leave or on duty activities provided for in this clause.
- 66.4 The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the Agency by the Union or the employee.

67. Industrial Action

- 67.1 Provisions of the *Industrial Relations Act 1996* will apply to the right of Union members to take lawful industrial action (Note the obligations of the parties under clause 54, Dispute Procedure).
- 67.2 There will be no victimisation of employees prior to, during or following such industrial action.

68. Consultation and Technological Change

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

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

69. Deduction of Trade Union Membership Fees

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

70. Review of Allowances Payable in Terms of This Award

- 70.1 Adjustment of Allowances - Allowances contained in this award will be reviewed as follows:
- 70.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Clause 36, Overtime Meal Allowances, for breakfast, lunch and dinner.
- 70.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):
- (a) Clause 19, Allowances Payable for the Use of Private Motor Vehicle.
- 70.1.3 Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (a) Clause 39, Uniforms and Protective Clothing
 - (b) Clause 36, Overtime Meal Allowances, for supper.
- 70.1.4 Allowances payable in terms of clauses listed in this paragraph will continue to be subject to a percentage increase under an Award, Agreement or Determination and will be adjusted on and from the date or pay period the percentage increase takes effect:
- (a) Clause 18, First Aid Allowance;
 - (b) Clause 38, On-Call (Stand-by) and On-Call Allowance.

ANNEXURE A

SALARIES

Table 1.1 - Ongoing and Temporary Employees, Non-Annualised Salary

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

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

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

Level Venues Officer	Step	Salary Per Annum	Salary Per Annum	Salary Per Annum	Salary Per Annum
		From 7 February 2024 to 30 June 2024	As at 1 July 2024	As at 1 July 2025	As at 1 July 2026
		1.22%	4%	3%	3.00%
		\$	\$	\$	\$
1	1	47,228	49,117	50,591	52,109
2	1	49,138	51,104	52,637	54,216
	2	49,742	51,732	53,284	54,883
	3	51,357	53,411	55,013	56,663
3	1	52,856	54,970	56,619	58,318
	2	54,265	56,436	58,129	59,873
	3	56,777	59,048	60,819	62,644
4	1	57,676	59,983	61,782	63,635
	2	59,792	62,184	64,050	65,972
	3	62,298	64,790	66,734	68,736
5	1	69,107	71,871	74,027	76,248
	2	72,509	75,409	77,671	80,001
	3	75,912	78,948	81,316	83,755
6	1	79,156	82,322	84,792	87,336
	2	82,400	85,696	88,267	90,915

	3	86,531	89,992	92,692	95,473
7	1	90,438	94,056	96,878	99,784
	2	93,956	97,714	100,645	103,664
	3	97,475	101,374	104,415	107,547

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

Junior Rates

Employees engaged as weekly employees or as casuals under the provisions of Table 1.1 or Table 1.2, who are less than 18 years of age will be paid according to the following scale:

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

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

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

Table 1.2 - Annualised Salaried Employees

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

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

Level 8 and Level 9 employees will be paid a salary in accordance with the employee's relevant level and within the salary range as set out in Table 1.2, as per clause 15, Annualised Salary, of this award.

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

Level Venues Officer	Step	Salary Per Annum From 7 February 2024 to 30 June 2024 1.22% \$	Salary Per Annum As at 1 July 2024 4% \$	Salary Per Annum As at 1 July 2025 3% \$	Salary Per Annum As at 1 July 2026 3.00% \$
1					
2	1	61,831	64,304	66,233	68,220
	2	62,589	65,093	67,046	69,057
	3	64,994	67,594	69,622	71,711
3	1	66,511	69,171	71,246	73,383
	2	68,282	71,013	73,143	75,337
	3	71,443	74,301	76,530	78,826
4	1	72,580	75,483	77,747	80,079

	2	75,235	78,244	80,591	83,009
	3	78,397	81,533	83,979	86,498
5	1	86,960	90,438	93,151	95,946
	2	91,241	94,891	97,738	100,670
	3	95,523	99,344	102,324	105,394
6	1	99,605	103,589	106,697	109,898
	2	103,686	107,833	111,068	114,400
	3	108,743	113,093	116,486	119,981
7	1	113,799	118,351	121,902	125,559
	2	118,225	122,954	126,643	130,442
	3	122,652	127,558	131,385	135,327
8	Pay Point Min	127,824	132,937	136,925	141,033
	Pay Point Max	137,199	142,687	146,968	151,377
9	Pay Point Min	142,025	147,706	152,137	156,701
	Pay Point Max	161,199	167,647	172,676	177,856

ANNEXURE B**ALLOWANCES**

Item No.	Clause No	Description	2023 Amount Per Annum \$	2024 Amount Per Annum \$	2025 Amount Per Annum \$	2026 Amount Per Annum \$
1	18.1	First Aid Allowance				
		Holders of basic qualifications	1,018	1,059	1,091	1,124
		Holders of current occupational first aid certificate	1,529	1,590	1,638	1,687
2		Use of Private Motor Vehicle				
	19.2	Official business	85.0	88.00	Per ATO Determination	Per ATO Determination
	19.2	Casual rate (40% of official business rate)	34.0	35.20	Per ATO Determination	Per ATO Determination
		Motor cycle allowance	42.5	44.00	Per ATO Determination	Per ATO Determination
	19.7	Towing trailer or horse float	11.05	11.44	Per ATO Determination	Per ATO Determination

3	36.1	Overtime meal allowances				
		Breakfast	35.65	37.00	Per ATO Determination	Per ATO Determination
		Lunch	35.65	37.00	Per ATO Determination	Per ATO Determination
		Dinner	35.65	37.00	Per ATO Determination	Per ATO Determination
		Supper	13.30	13.80	Per CPI	Per CPI
4	38.1	On-call (stand-by) and on-call allowance	1.10 per hour	1.14 per hour	1.17 per hour	1.21 per hour
5	39.2	Laundry allowance	5.80 per week	6.00 per week	Per CPI	Per CPI

ANNEXURE C

CLASSIFICATION STANDARDS

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

Promotion from Level to Level is subject to the occurrence of a vacancy in a higher level with the exception of progression of a casual employee from Level 1 to Level 2. In addition to any open vacancy, an employee at any level may make a request for a review of their salary level once a year as part of the Venues NSW annual performance review. This request can be made if the employee believes their role, level of responsibility or skill/qualifications have changed significantly enough to warrant a review to a new salary level.

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

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

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

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

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

the Agency's budget considerations.

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

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

EA26/04- Sutherland Shire Council Enterprise Agreement 2026-2029

Made Between: Sutherland Shire Council-&-New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union; The Development and Environmental Professionals' Association; The Local Government Engineers' Association of New South Wales

New: Replaces EA05/38

Approval and Commencement Date: Approved 23 June 2026 and commenced 23 June 2026

Description of Employees: The Agreement applies to all employees employed by Sutherland Shire Council, excluding those covered by the Sutherland Shire Council and Transport Workers Union, Recycling and Waste Employees Enterprise Agreement 2026 – 2029.

Nominal Term: 36 months

Printed by the authority of the Industrial Registrar.