Vol. 398, Part 6 28 October 2025 Pages 305 – 451

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 398, Part 6 28 October 2025

Pages 305 — 451

		Page
Awards and Determinations —		
Crown Employees (Child Protection Workers) Award 2025	AIRC	305
Crown Employees (Department of Education) Cleaning Award 2026	AIRC	313
Crown Employees (Security and General Services) Award 2024	AIRC	355
Psychiatry Staff Specialists Attraction and Retention (State) Interim Award 2025	AIRC	380
WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2024	AIRC	383
Crown Employees (Police Officers - 2024) Award	VIRC	421
NSW Ambulance Paramedics (State) Award 2023	VIRC	443
Transport Industry - Quarried Materials, &c., Carriers Contract Determination	VCD	444
Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination	VCD	448
Transport Industry - General Carriers Contract Determination 2017	VCD	450

(1947) **SERIAL C10038**

CROWN EMPLOYEES (CHILD PROTECTION WORKERS) AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 355475 of 2025)

Before Commissioner Webster 22 September 2025

AWARD

PART A - GENERAL

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Coverage
5.	Area, incidence and duration
6.	No extra claims
7.	Professional Qualifications
8.	Progression
9.	Salaries
10.	Salary Transition
11.	Overtime
12.	Flex Time
13.	Dispute resolution procedures
14.	Anti-discrimination

1. Title

1.1 This Award will be known as the Crown Employees (Child Protection Workers) Award 2025.

2. Definitions

In this Award:

2.1 "Act" means the *Government Sector Employment Act* 2013, or its replacement.

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

2.3 "Award" means this Crown Employees (Child Protection Workers) Award 2025.

2.4 "Bandwidth" means the hours between 7am and 9pm or such other shorter period provided under a FWHA.

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

2.6 "CDP" means the Caseworker Development Program.

2.7 "Child Protection Worker" means every non-executive employee employed in the Department's Child Protection and Permanency division, that undertakes front line child protection work and related work in the following roles: Child Protection Caseworker, Manager Casework, Manager Client Services, Casework Support Officer, Leading Caseworker, Family Time Workers/Coordinators/Manager and Aboriginal Caseworkers

2.8 "Common salary point" means the salary points included in the Salaries Award.

2.9 "Contract Hours" means 35 hours per week.

2.10 "Department" means the Department of Communities and Justice or any successor.

2.11 "Department Head" means the Secretary of the Department of Communities and Justice.

2.12 "Employee" means any person who is a day worker or shift worker appointed and performing the duties of any of the positions covered by this Award.

2.13 "FWHA" means the flexible hours arrangement as contained within a local agreement made under Clause 10 of the Conditions Award.

2.14 "Manager" means the direct line supervisor of a Child Protection Worker with responsibility for approving time sheets.

2.15 "Regulation" means the Government Sector Employment Regulation 2014, as may be varied or replaced.

2.16 "Salaries Award" means the Crown Employees (Public Sector - Salaries) Award 2024, or its replacement.

2.17 "Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act* 2013.

2.18 "Standard Daily Contract Hours" means 7 hours per day.

3. Parties

3.1 The parties to this award are the Secretary and the Association.

4. Coverage

4.1 This Award applies to Child Protection Workers.

5. Area, Incidence and Duration

5.1 The provisions of the Conditions Award and Salaries Award or any replacement awards, apply to employees covered by this award, except where specifically varied by this award.

5.2 The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the Salaries Award and any variation or replacement award.

5.3 Subject to clause 5.4 this award remains in force until varied or rescinded and takes effect from 1 July 2025 and remains in force until 30 June 2028.

5.4 Clauses 11 and 12 will take effect on 6 October 2025.

6. No Extra Claims

6.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or

proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by this 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.

6.2 This undertaking does not prevent the parties from continuing collaborative discussions during the term of this Award to deliver additional enhancements to remuneration 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.

6.3 The parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

7. Professional Qualification

7.1 Appointment to the role of 'Child Protection Caseworker' requires the completion of a tertiary qualification (in Social Work, Psychology, Social Science Welfare or related discipline) that is acceptable to the Department.

7.2 An exception to 7.1 is for an employee who occupies a Child Protection Caseworker role that is identified for Aboriginal employees.

7.3 All Child Protection Caseworkers are required to complete the CDP as determined by the Department.

8. Progression

8.1 Employees will move through the salary range in annual increments in accordance with clause 14 of the Regulation.

8.2 A Graduate Caseworker Year 2 will progress to Caseworker Year 1 subject to completion of the CDP and satisfactory conduct and service.

9. Salaries

9.1 The annual salaries payable to employees covered by this Award are set out in Table 1 Monetary Rates, Part B of this Award.

9.2 The salary rates set at the date of commencement of this Award will increase in accordance with the Salaries Award and any variation or replacement award.

10. Salary Transition

10.1 All references to 'Grade' in this clause mean the former Administrative and Clerical Officer gradings included in the Salaries Award.

10.2 As of the first pay period on or after 1 July 2025, Child Protection Caseworkers previously graded at Grade 4 step 2, Grade 5 or Grade 6 will immediately advance two (2) increments in line with Table A below. The employees annual incremental date in place prior to 1 July 2025 will be retained.

10.3 Child Protection Caseworkers previously at Grade 4 step 2 who progressed from Grade 4 step 1 to Grade 4 step 2 upon implementation of the Section 52 (1) Determination No.5 - 2024 will immediately advance one (1) incremental point. The employee's annual increment date in place prior to 1 July 2025 will be retained.

10.4 Child Protection Workers who were subject to the Section 52 (1) Determination No.5 - 2024 will not receive additional increments in accordance with cl 10.2 and 10.3. The employee's annual increment date in place prior to 1 July 2025 will be retained.

10.5 Child Protection Caseworkers who as of 1 July 2025 were previously at Grade 7 step 1 will immediately advance to Year 6 of the new salary range. The annual progression date will change to 1 July 2025.

TABLE A: Salary Transition

Classification	Previous Grade	Salary pre-Award $pa (includes 1.7.25 increase)	New Grade	New Salary 1 July 2025 (includes 1.7.25 increase)
Graduate Caseworker	Grade 4 Step 1	89,934	Year 1	89,934
	Grade 4 Step 2	92,701	Year 2	92,701
Caseworker	Grade 4 Step 2*	92,701	Year 1	99,938
	Grade 4 Step 2**	92,701	Year 2	103,089
	Grade 5 Step 1	99,938	Year 3	107,131
	Grade 5 Step 2	103,089	Year 4	110,271
	Grade 6 Step 1	107,131	Year 5	113,574
	Grade 6 Step 2	110,271	Year 5	116,969
	Grade 7 Step 1	113,574	Year 6	116,969
	Grade 7 Step 2	116,969	Year 6	116,969

*applies to Caseworkers who are referred to in 10.3 above.
**applies to Caseworkers who are referred to in 10.2 above.

10.6 Manager Caseworkers who, as of 1 July 2025, have less than 12 months service at Grade 9 Step 2 (outlined in Table B) will, at their next incremental date, move to Year 3 under the new salary range.

10.7 Manager Caseworkers who, as of 1 July 2025, have more than 12 months service but less than 24 months service at Grade 9 Step 2 will transition to Year 4 under the new salary range.

10.8 Manager Caseworkers who have 24 months or more service will transition to Year 4 under the new salary range. The annual progression date will change to 1 July 2025.

TABLE B: Salary Transition

Classification	Previous Grade	Salary pre-Award $pa (includes 1.7.25 increase)	New Grade	New Salary 1 July 2025 (includes 1.7.25 increase)
Manager Casework	Grade 9 Step 1	129,464	Yr 2	133,105
Clause 10.6	Grade 9 Step 2	133,105	Yr 3	138,539
Clause 10.7	Grade 9 Step 2	133,105	Yr 4	142,665
Clause 10.8	Grade 9 Step 2	133,105	Yr 4	142,665

11. Overtime

11.1 Overtime is all time worked in excess of 9 hours (excluding lunch breaks) in a day or outside Bandwidth, provided the time is worked as authorised by the Department.

11.2 An employee will be working 'authorised overtime' after 9 hours but within Bandwidth if:

11.2.1 The Department has requested or required the employee to work; or,

11.2.2 The employee was obligated to work and the work could only reasonably be performed after 9 hours in the circumstances.

11.3 An employee will be working 'authorised overtime' outside of Bandwidth if:

11.3.1 The Department has requested or required the employee to work; or,

11.3.2 The employee has requested to work and the request was approved; or,

11.3.3 The employee was obligated to work and the work could only reasonably be performed outside of Bandwidth.

11.4 For avoidance of doubt, overtime is not authorised under cl 11.2.2 or cl 11.3.3 if the work could, in the circumstances, reasonably have been performed within Bandwidth.

11.5 For avoidance of doubt, and without limiting the entitlement to accrue flex-time under the FWHA for all time worked beyond contract hours, time worked beyond 9 hours (within bandwidth) with the Department's approval will be attributed to the employee's flex credit.

11.6 Managers must take all reasonable steps to ensure that they are aware of the hours worked by their staff, including any overtime which has or will be worked.

11.7 In the circumstance of cl 11.2.2 or cl 11.3.3, the employee must notify their Manager of the overtime performed as soon as reasonably practicable in the circumstances.

11.8 Clauses 90.2 to 90.5, 95 and 96 of the Conditions Award apply in respect of overtime which is authorised under cl 11.1.

11.9 This clause applies in respect of day workers.

11.10 During periods where Child Protection Workers are activated to undertake disaster recovery/welfare, Standard Daily Contract Hours will apply. All hours outside Standard Daily Contract Hours will be paid as overtime.

12. Flex Time

12.1 Any FWHA that applies to Child Protection Workers is subject to the terms of this Award and cannot derogate from the following conditions:

12.1.1 Hours worked are to be monitored by the Child Protection Worker and their Manager throughout each settlement period through the use of flex-time records and time sheets, and a Child Protection Worker and their Manager will work together with the aim of preventing the Child Protection Worker accruing more than the flexible working hours credit allowable in the settlement period under the FWHA.

12.1.2 If it is likely that at the end of the settlement period of the applicable FWHA that the Child Protection Worker will have more than the allowable flexible working hours credit, the Manager and the Child Protection Worker must devise a strategy in writing to ensure that the Child Protection Worker is able to use the flexible working hours credit as flex leave so as to avoid the Child Protection Worker accruing more than the allowable flexible working hours credit.

12.1.3 If the Child Protection Worker has more than the allowable flexible work hours credit at the end of any settlement period, the manager and the Child Protection Worker are to have a discussion as to whether there are half days or days in the following settlement period that can be taken as flex leave that will have the effect of reducing the total flexible working hours credit to an allowable amount under the FWHA.

12.1.4 If the Child Protection Worker and their Manager do not agree on half days or days that can be taken as flex leave in the next settlement period in accordance with cl 12.1.3, any flexible working hours credit over the allowable amount will be paid at the overtime rate and removed from the flexible working hours credit.

12.1.5 The written strategy referred to in clause 12.1.2 must be reported to the relevant Director by the Manager.

12.2 Without limiting cl 12.1, to the extent any existing FWHA is inconsistent with the conditions identified at cl 12.1.1 to 12.1.5, the conditions in cl 12.1.1 to 12.1.5 prevail and the FWHA has no effect to the extent of the inconsistency.

12.3 The clause applies in respect to day workers as defined in the Conditions Award.

13. Dispute Resolution Procedures

13.1 All grievances and disputes relating to the provisions of the 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 Department, if required.

13.2 A staff member is required to notify, in writing, their immediate Manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.

13.3 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

13.4 The immediate Manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.

13.5 If the matter remains unresolved with the immediate Manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This Manager shall respond within two working days, or as soon as practicable. The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Executive Director.

13.6 The Executive Director, or a Director of the People Branch, may refer the matter to one of the Department's Business Partners or the Employee Relations Branch for consideration.

13.7 If the matter remains unresolved, the Department shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

13.8 A staff member, at any stage, may request to be represented by the Association.

13.9 The Association on their behalf, or the Department Head, may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.

13.10 The staff member, Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission in relation to the dispute.

13.11 Whilst the procedures outlined in subclauses (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

14. Anti-Discrimination

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

14.2 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.

14.3 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.

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

14.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

14.4.2 offering or providing junior rates of pay to persons under 21 years of age;

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

14.4.5 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

Notes -

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

14.5.2 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."

PART B

Table 1 - Monetary Rates

Child Protection Workers

Classification and Grades	Common Salary point	1.7.24 Per annum 4% $	1.7.25 Per annum 3% $	1.7.26 Per annum 3% $
FAMILY TIME WORKER				
1st year	46	73,522	75,728	78,000
2nd year	49	75,683	77,953	80,292
3rd year	52	77,795	80,129	82,533
4th year	55	79,931	82,329	84,799
CASEWORK SUPPORT				
1st year	58	82,193	84,659	87,199
2nd year	61	84,673	87,213	89,829
3rd year	64	87,315	89,934	92,632
4th year	67	90,001	92,701	95,482
GRADUATE CASEWORKER				
1st year of service	64	87,315	89,934	92,632
Year 2	67	90,001	92,701	95,482

CASEWORKER				
1st year	75	97,027	99,938	102,936
2nd year	78	100,086	103,089	106,182
3rd year	82	104,011	107,131	110,345
4th year	85	107,059	110,271	113,579
5th year	88	110,266	113,574	116,981
6th year	91	113,562	116,969	120,478
LEADING CASEWORKER				
1st year of service	95	118,296	121,845	125,500
Thereafter	98	122,058	125,720	129,492
MANAGER CASEWORK				
1st year	101	125,693	129,464	133,348
2nd year	104	129,228	133,105	137,098
3rd year	108	134,504	138,539	142,695
4th year	111	138,510	142,665	146,945
MANAGER CLIENT SERVICES				
1st year	116	145,378	149,739	154,231
2nd year	120	151,542	156,088	160,771
3rd year	126	161,034	165,865	170,841
4th year	130	168,130	173,174	178,369

N.B. - The Common Salary point will be adjusted in accordance with the Salaries Award.

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1948) **SERIAL C10059**

CROWN EMPLOYEES (DEPARTMENT OF EDUCATION) CLEANING AWARD 2026

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 325782 of 2025)

Before Commissioner Webster 22 September 2025

AWARD

Clause No. Subject Matter

Table of Contents

Section 1. Application and Operation

1. Title
2. Definitions
3. Area, Incidence and Duration
4. No Extra Claims
5. Anti-Discrimination

Section 2. Award Flexibility

6. Local Arrangements

Section 3. Types of Employment and Classifications

7. Types of Employment
8. Full-Time employees
9. Part-Time employees
10. Casual Employment
11. Classifications

Section 4. Hours of Work

12. Ordinary hours of work
13. Days off per week
14. Breaks

Section 5. Salaries and Allowances

15. Payment of Salaries and Allowances
16. Allowances

Section 6. Overtime and Penalty Rates

17. Overtime
18. Recall to duty
19. Penalty Rates for Shift Work

Section 7. Leave

20. Recreation Leave
21. Annual Leave Loading
22. Sick Leave / Carer's Leave
23. Parental Leave
24. Paid Parental Leave
25. Unpaid Parental Leave
26. Calculation of Paid Parental Leave
27. Bereavement Leave for casual employees
28. Family and Community Service Leave
29. Leave Without Pay
30. Special Leave
31. Extended Leave
32. Military Leave
33. Domestic and Family Violence Leave
34. Leave for employees providing support to people experiencing domestic and family violence

Section 8. Required Clauses

35. Consultation
36. Grievance and Dispute Resolution Procedure
37. Work Health and Safety
38. Cross agency employment
39. Cross government sector leave arrangements

Section 9. Union Activities

40. Trade Union Activities Regarded as Special Leave
41. Trade Union Training Courses
42. Conditions Applying to on Loan Arrangements
43. Period of Notice for Trade Union Activities
44. Access to Facilities by Trade Union Delegates
45. Responsibilities of the Trade Union Delegate
46. Responsibilities of Workplace Management
47. Right of Entry Provisions
48. Travelling and Other Costs of Trade Union Delegates

Schedules

Schedule 1 - Rates of Pay
Schedule 2 - Allowances
Schedule 3 - Classification Definition

Section 1. Application and Operation

1. Title

This award will be known as the Crown Employees (Department of Education) Cleaning Award 2026.

2. Definitions

2.1. "Act" means the *Government Sector Employment Act* 2013 (NSW), or its successor.

2.2. "Additional hours" means those hours worked by an employee covered by this Award beyond the ordinary hours of work as set out in clause 12 Ordinary hours of work, up to 8 hours per day and to a maximum of 38 hours per week.

2.3. "Award" means the Crown Employees (Department of Education) Cleaning Award 2026.

2.4. "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor.

2.5. "Department" means the New South Wales Department of Education.

2.6. "Employee" means a person employed as a Cleaner in accordance with the Act in an ongoing, temporary or casual employment.

2.7. "Employer" means the New South Wales Department of Education.

2.8. "Normal Work" means for the purposes of subclause 36.11of clause 36, Grievance and Dispute Resolution Procedure, of this Award, the work carried out in accordance with the employee's role or role description at the location where the employee was employed at the time the grievance or dispute was notified by the employee.

2.9. "Overtime" means all time worked, whether before or after the ordinary hours of work, at the direction of the employer.

2.10. "Rostered Day Off" or "RDO" means an entitlement to take one day off duty, with pay, in accordance with clause 12 Ordinary hours of work.

2.11. "Secretary" means the New South Wales Department of Education Secretary, unless otherwise specified.

2.12. "Shift worker" means an employee who works 32 or more ordinary shifts on Sunday and/or Public Holidays during the calendar year.

2.13. "Trade Union", "Union" or "UWU" means the United Workers' Union.

2.14. "Usual Work Location" means the location or locations on an employee's roster.

3. Area, Incidence and Duration

3.1. This Award covers all Cleaners employed by the Department under the Act.

3.2. The employees covered by this Award are entitled to the conditions of employment as provided for under the Government Sector Employment Regulation 2014 (NSW) and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced. To the extent of any inconsistency between the employment conditions found in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and this Award, the employment conditions in this Award apply.

3.3. This Award is made following an application under section 10 of the Industrial Relations Act 1996 (NSW) and shall take effect from 1 January 2026 and shall remain in force until 30 June 2027.

3.4. Parties to this Award are:

a. The Secretary; and
b. The United Workers Union (UWU).

4. No Extra Claims

4.1. The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996 (NSW), 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 the Award unless otherwise agreed by the parties.

4.2. This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

4.3. Parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

5. Anti-Discrimination

5.1. 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 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

5.2. 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.

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

5.4. Nothing in this clause is to be taken to affect:

5.4.1. any conduct or act which is specifically exempted from anti-discrimination legislation;

5.4.2. offering or providing junior rates of pay to persons under 21 years of age;

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

5.4.4. a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

SECTION 2. AWARD FLEXIBILITY

6. Local Arrangements

6.1. Local arrangements may be negotiated between the Department and the Union in respect of any matter contained in the Award.

6.2. All local arrangements negotiated between the Department and the Union must:

6.2.1. be approved by the Secretary; and

6.2.2. be approved in writing by the General Secretary of the Union; and

6.2.3. be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an Award or other industrial instrument; and

6.2.4. include a clause allowing either party to terminate the arrangement by giving 12 months' notice.

SECTION 3. TYPES OF EMPLOYMENT AND CLASSIFICATIONS

7. Types of Employment

7.1. An employee covered by this Award must be one of the following:

7.1.1. a full-time employee; or

7.1.2. a part-time employee; or

7.1.3. a casual employee.

7.2. The Department will inform the employee upon the employee's engagement of the terms on which they are engaged, including whether they are engaged as a full-time, part-time or casual employee, their usual work location/s and classification.

7.3. Each employee's classification and whether they are engaged as a full-time, part-time or casual employee will be recorded in the employee's time and wages record.

8. Full-Time Employees

8.1. A full-time employee is an ongoing employee engaged to work 38 hours per week.

8.2. Those hours of work are to be arranged in accordance with clause 12 Ordinary hours of work.

9. Part-Time Employees

9.1. A part-time employee is an ongoing employee who is engaged to work for fewer than 38 hours per week and whose hours of work are reasonably predictable.

9.2. Part-time employee for each ordinary hour worked shall be paid an allowance of 15% in addition to their ordinary hourly rate of pay.

9.3. The part-time allowance of 15% is payable so as to allow the Department to roster a part-time employee to work up to 7.6 hours per day, 5 days per week or 38 ordinary hours per week without the payment of overtime.

Note: part-time employees can accrue an RDO in accordance with clause 12 Ordinary hours of work.

9.4. At the time of engagement, the Department and the part-time employee will agree in writing on all of the following:

9.4.1. the number of hours to be worked each day; and

9.4.2. the days of the week on which the employee will work; and

9.4.3. the times at which the employee will start and finish work each day.

9.5. The Department and the employee may vary an agreement under subclause 9.4. Any variation must be recorded in writing.

10. Casual Employment

10.1. A casual employee may only be engaged:

10.1.1. to perform work on an intermittent or irregular basis; or

10.1.2. to work uncertain hours; or

10.1.3. to replace a full-time or a part-time employee who is rostered off or absent.

10.2. Casual employee shall be paid a loading of 25% in addition to the ordinary hourly rate of pay. The casual loading is payable instead of entitlements from which casuals are excluded by the terms of this Award.

11. Classifications

11.1. Employees covered by this Award shall be classified in accordance with Schedule 3 - Classification Definition.

11.2. Despite an employee's classification, an employee is to perform all duties incidental to the tasks of the employee that are within the employee's level of skill, competence and training.

SECTION 4. HOURS OF WORK

12. Ordinary Hours of Work

12.1. Full-time employee:

12.1.1. Ordinary hours may be worked on any day of the week

12.1.2. The ordinary hours of work for full-time employees are 38 per week. The ordinary hours must be worked for 8 hours per day with 0.4 of one hour for each day worked accruing as a Rostered Day off (RDO). An RDO is as an entitlement to take one day off duty, with pay, in each four weekly cycle of 20 working days. Full time employees will accrue a minimum of 13 RDOs per year.

12.1.3. An employee will continue to accrue RDOs whilst on recreation, military, family and community service, study, special and sick leave.

12.1.4. Where work is undertaken in schools/TAFE,

a. RDOs will be taken during the vacation periods as determined by the Department and in conjunction with any entitlements to recreation leave, and

b. arranged in consultation with employees and the Union at the commencement of each calendar year.

c. where an employee commences during the school/TAFE year, the proportionate amount of required additional hours will be determined according to the amount of RDOs required to cover any vacation periods yet to occur in that year.

12.2. Part-time and casual employees:

12.2.1. A part-time or casual employee may work their ordinary hours by working periods of duty of up to 7.6 ordinary hours per day on up to 5 days per week.

12.2.2. Ordinary hours may be worked on any day of the week.

12.2.3. A part-time or casual employee must be rostered for a minimum of 3 consecutive hours for each day worked.

12.2.4. Part-time employees will accrue RDOs on a pro-rata basis.

13. Days Off Per Week

13.1. Each employee is entitled to 2 consecutive full days off within each 7 day cycle.

14. Breaks

14.1. Shift workers

14.1.1. Paid meal break

An employee who works a shift that attracts a shift penalty under clause 19 Penalty Rates for Shift Work is entitled to a paid meal break per shift of not less than 20 minutes. The meal break must be taken not earlier than 4 hours, and not later than 5 hours, after the start of the shift.

14.1.2. Paid rest break

A full-time shift worker working a straight shift is entitled to one further 10 minute paid rest break per shift.

14.1.3. A paid meal break and paid rest break provided for in clauses 14.1.1 and 14.1.2 counts as time worked for the employee.

14.2. Non-shift workers

14.2.1. Clause 14.2.2 applies to employees who are not entitled to a paid meal break under clause 14.1.1.

14.2.2. Unpaid meal breaks

a. An employee is entitled to an unpaid meal break of not less than 30 minutes, and not more than one hour and cannot be required to work for more than 4½ hours (or 5 hours in an emergency) without a meal break.

b. An unpaid meal break provided in clause 14.2.2 does not count as time worked for the employee.

14.2.3. Paid rest breaks

a. An employee is entitled to a 10 minute paid morning rest break and a 10 minute paid afternoon rest break.

b. A paid morning or afternoon rest break provided for in clause 14.2.3.a. counts as time worked for the employee.

14.3. Interruptions and overtime meal breaks-all employees

14.3.1. If the employee is interrupted during a meal break and directed to work, the employer must pay the employee at the overtime rate mentioned in clause 17 Overtime until the employee is allowed to resume the meal break.

14.3.2. An employee working overtime is entitled to a paid 20 minute meal break after each 4 hours of overtime worked.

14.4. Breaks between shifts

14.4.1. An employee must have a minimum break of 8 consecutive hours between finishing work on one shift of ordinary hours (including any overtime worked immediately after it) and

starting work on the next shift of ordinary hours (including any overtime worked immediately before it).

14.4.2. The employer must pay an employee who is required by the employer to start work without having had at least 8 consecutive hours off duty at the overtime rate mentioned in clause 17 Overtime until the employee is released from duty for at least 8 consecutive hours.

SECTION 5. SALARIES AND ALLOWANCES

15. Payment of Salaries and Allowances

15.1. The payment of salaries and allowances will be made fortnightly.

16. Allowances

16.1. Broken shifts and Broken Shifts Allowance

16.1.1. An employee works a broken shift if the employee is required to work a rostered shift on any day in 2 periods of duty (excluding meal breaks and rest breaks) within a maximum spread of 13 hours and with a break between them of longer than one hour.

16.1.2. An employee who works a broken shift will receive a broken shift allowance as specified in Item 1 of Schedule 2 - Allowances.

16.2. First aid allowance

16.2.1. An employee who holds a current first aid qualification and training and is appointed in writing by the Department to perform first aid duty shall receive an allowance as specified in Item 2 of Schedule 2 - Allowances.

16.3. Leading hand allowance

16.3.1. An employee who is placed in charge of other employees shall receive an allowance per week of the amount specified in Item 3 of Schedule 2 - Allowances depending on the number of other employees of which the employee is in charge.

16.4. Meal allowance

16.4.1. Clause 16.4 applies to any employee who:

a. is required to work an additional 2 hours or more; and

b. was not advised of that requirement on or before the previous day.

16.4.2. The Department must:

a. pay the employee a meal allowance as specified in Item 4 of Schedule 2 - Allowances or

b. supply the employee with a meal.

16.5. Vehicle allowance

16.5.1. An employee who, by agreement with the Department, uses their own motor vehicle in performing their duties will receive an allowance for a motor car and motorcycle specified in Item 5 of Schedule 2 - Allowances.

16.6. Travel time and travel allowance

16.6.1. Clause 16.6 applies to an employee who is required by the employer to travel from one workplace to another.

16.6.2. The employee shall receive, for the time spent travelling between workplaces, pay at the rate applicable at the time as if they were working.

16.6.3. The employer is responsible for, and must pay, all fares associated with travelling between workplaces.

SECTION 6. OVERTIME AND PENALTY RATES

17. Overtime

17.1. A full-time employees additional 0.4 hours per day does not attract payment for overtime as per clause 12.1.2. All time worked in excess of 8 hours per day or 40 hours in any week by a full-time employee is overtime.

17.2. All time worked in excess of 7.6 hours per day, five days per week or 38 hours in any week by a part-time employee or casual employee is overtime.

Note: part-time employees can accrue an RDO in accordance with clause 12 Ordinary hours of work.

17.3. Reasonable overtime

17.3.1. The Department may require an employee to work reasonable overtime hours at overtime rates.

17.3.2. An employee may refuse to work overtime hours if they are unreasonable.

17.3.3. In determining whether overtime hours are reasonable or unreasonable for the purpose of clause 17, the following must be taken into account:

a. any risk to employee health and safety from working the additional hours;

b. the employee's personal circumstances, including family responsibilities;

c. the needs of the workplace in which the employee is employed;

d. whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

e. any notice given by the employer of any request or requirement to work the additional hours;

f. any notice given by the employee of their intention to refuse to work the additional hours;

g. the usual patterns of work in the school or workplace, in which the employee works;

h. the nature of the employee's role, and the employee's level of responsibility;

i. any other relevant matter.

17.4. Overtime will be paid in accordance with the following rates:

Column 1	Column 2 Overtime rate % of minimum hourly rate	Column 3 Overtime rate % of minimum hourly rate
Overtime worked on	Full-time and part-time employees	Casual employees (includes casual loading)
Monday to Saturday-first 2 hours	150	175
Monday to Saturday-after 2 hours	200	225
Sunday all day	200	225
Public holiday all day	250	275

17.5. In calculating overtime payments, overtime worked on any day stands alone from overtime worked on any other day.

18. Recall to Duty

18.1. This clause applies to an employee who, following the completion of their ordinary hours, is recalled to work overtime at any workplace of the employer after leaving the employer's premises.

18.2. The employer must pay the employee for a minimum 2 hours at the overtime rate even if the employee is required by the employer to work for a shorter time.

18.3. The interval between completing ordinary hours and beginning overtime does not count as time worked.

19. Penalty Rates for Shift Work

19.1. Clause 19 sets out penalty rates for hours worked at specified times or on specified days that are not required to be paid at the overtime rate mentioned in clause 17 Overtime.

19.2. An employee shall receive the following Penalty Rates for hours worked during a period, or on a day, specified in column 1:

Period or day	Column 2 Full-time employees	Column 3 Part-time employees	Column 4 Casual employees
	% of minimum hourly rate	% of minimum hourly rate (inclusive of part-time allowance)	% of minimum hourly rate (inclusive of casual loading)
Monday to Friday shift that starts before 6.00 am or finishes after 6.00 pm excluding a public holiday	115% for entire shift (other than overtime)	130% for entire shift (other than overtime)	140% for entire shift (other than overtime)
Any shift that finishes after midnight but no later than 8.00 am and does not rotate or alternate with another shift or day work excluding hours on a day that is a public holiday	130% for all hours worked	130% for all hours worked	155% for all hours worked
All hours from midnight Friday to midnight Saturday	150%	165%	175%
All hours from midnight Saturday to midnight Sunday	200%	215%	225%
All hours on a public holiday	250%	265%	275%

SECTION 7. LEAVE

20. Recreation Leave

20.1. Accrual

20.1.1. Except where stated otherwise in this Award, paid recreation leave for full-time employees and recreation leave for employees working part-time, accrues at the rate of 20 working days per year. Employees working part-time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

20.1.2. Additional recreation leave, at the rate of 5 days per year, accrues to an employee, employed in terms of the Act, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act* 1913 (NSW) before its repeal.

20.1.3. Employees who are defined as a Shift Worker in clause 2 Definitions are entitled to 5 days additional recreation leave per year.

20.1.4. Recreation leave accrues from day to day.

20.2. Miscellaneous

20.2.1. Where work is undertaken in schools/TAFE, recreation leave will be taken during the vacation periods as determined by the Department.

20.2.2. Unless a local arrangement has been negotiated between the Department and the Union, recreation leave is not to be granted for a period less than 2 hours per day or in other than multiples of a 2 hours per day.

20.2.3. Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

20.2.4. Recreation leave does not accrue to an employee in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 20.2.5. of this subclause.

20.2.5. Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under *the Workers Compensation Act* 1987 (NSW); 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.

20.2.6. The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 20.2.5. of this subclause will be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

20.2.7. Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.

20.2.8. Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 23 Parental Leave, of this Award.

20.2.9. On cessation of employment, an employee is entitled to be paid, the monetary value of accrued recreation leave which remains untaken.

20.2.10. An employee to whom paragraph 20.2.9. of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

20.2.11. Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, will be paid to the employee's nominated beneficiary, or to the estate of the deceased employee.

20.3. Recreation leave does not accrue during leave without pay other than:

20.3.1. Military leave taken without pay when paid military leave entitlements are exhausted;

20.3.2. Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

20.3.3. Any continuous period of sick leave taken without pay when paid sick leave is exhausted;

20.3.4. Incapacity for which compensation has been authorised under *the Workplace Injury Management and Workers Compensation Act* 1998 (NSW); or

20.3.5. Periods which, when aggregated, do not exceed 5 working days in any period of 12 months.

21. Annual Leave Loading

21.1. Employees are entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 21.2 to 21.5 of this clause, the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.

21.2. Loading on additional leave accrued - Where additional leave is accrued by an employee:

21.2.1. As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading will be calculated on the actual leave accrued or on five weeks, whichever is the lower.

21.2.2. If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of 4 weeks leave.

21.3. Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:

21.3.1. The shift penalty rates which they would have received had they not been on recreation leave; or

21.3.2. 17½% annual leave loading.

21.4. 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.

21.5. Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:

21.5.1. 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 recreation leave.

21.5.2. Where an employee does not have at least 2 weeks recreation leave available, the employee may use a combination of recreation leave and any of the following: public

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

21.5.3. If at least two weeks leave, as set out in paragraph 21.5.1 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.

21.5.4. 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 21.5.1 of this subclause, is taken.

21.5.5. 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.

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

22. Sick Leave / Carer's Leave

22.1. Illness in this clause means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

22.2. Payment for sick leave is subject to the employee:

22.2.1. Informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness; and

22.2.2. Providing evidence of illness as soon as practicable.

22.3. Evidence of illness will not be required for absences of less than three shifts. Evidence may be in the form of a medical certificate or a statutory declaration.

22.4. If the Secretary or delegate is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of their family member, the Secretary or delegate:

22.4.1. Will grant to the employee sick leave on full pay; and

22.4.2. 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.

22.5. For the purposes of clause 22 Sick Leave / Carer's Leave, a family member includes:

22.5.1. A spouse of the employee; or

22.5.2. 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

22.5.3. A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or

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

22.6. The Secretary or delegate 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.

22.7. Employees will accrue sick leave as follows:

22.7.1. At the commencement of employment with the Department, a full-time employee is granted an accrual of 5 days sick leave.

22.7.2. 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.

22.7.3. 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.

22.7.4. 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.

22.7.5. Notwithstanding the provisions of paragraph 22.7.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of Part 3, Division 2 Cross-government sector leave arrangements of the Government Sector Employment Regulation 2014 (NSW).

22.7.6. Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.

22.7.7. When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.

22.7.8. Paid sick leave will not be granted during a period of unpaid leave.

22.8. Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Secretary or delegate approves otherwise.

23. Parental Leave

23.1. 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.

23.2. 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

23.3. Definitions

23.3.1. For the purpose of this clause:

Altruistic Surrogacy	means a surrogacy arrangement as defined in the *Surrogacy Act* 2010 (NSW) and must not be a commercial surrogacy arrangement.
Caring responsibility	means a person who meets the child's physical needs, including feeding, dressing, bathing and otherwise supervising the child.
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.
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.
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.

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).
Full-term birth	means the birth of a live child from 37 weeks.
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* 1975 (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.
Legal surrogate	means the birth mother in a surrogacy arrangement as defined in the *Surrogacy Act* 2010 (NSW).
Miscarriage	means a pregnancy that ceases before 20 weeks or where the number of weeks is unknown, or the baby weighed less than 400g.
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.
Partner	means a spouse, de facto partner, former spouse or former de facto partner.
Pre-term birth	means the birth of a live child before 37 weeks.
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.

24. Paid Parental Leave

24.1. Employees are entitled to up to 14 weeks Paid Parental Leave if:

24.1.1. 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

24.1.2. they have or will have caring responsibility for the child (or children), or

24.1.3. the employee is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.

24.2. Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.

24.3. Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.

24.4. Employees who are eligible for paid parental leave in accordance with 24.1 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.

24.5. 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.

24.6. An employee is entitled to Bonus Paid Parental Leave, where it can be demonstrated that their partner:

24.6.1. has or will have exhausted the paid parental leave provided by their employer, or

24.6.2. has no access to employer paid parental leave.

24.7. 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.

24.8. 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).

24.9. 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 employer and employee should discuss alternative leave arrangements and/or a return-to-work date.

25. Unpaid Parental Leave

25.1. In addition, an employee is entitled to unpaid parental leave where:

25.1.1. 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

25.1.2. 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

25.1.3. the employee is a legal surrogate who gives birth.

25.2. Subject to this clause the employee shall be entitled to be granted unpaid parental leave as follows:

25.2.1. for a pregnant employee, a period up to 9 weeks prior to the expected date of birth; and

25.2.2. for all eligible employees, a further period of up to 12 months after the actual date of birth.

25.3. An employee on parental leave does not have to return to work to access a further period of parental leave.

25.4. 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 clause 26.12.1.

26. Calculation of Paid Parental Leave

26.1. Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.

26.2. Paid Parental Leave may be paid:

26.2.1. advance as a lump sum;

26.2.2. fortnightly as normal;

26.2.3. fortnightly at half pay; or

26.2.4. as a combination of full and half pay.

26.3. A full-time employee who is on part-time leave without pay when they start parental leave is paid:

26.3.1. at the full-time rate if they began part-time leave 40 weeks or less before starting parental leave; or

26.3.2. 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 during the 40 weeks; or

26.3.3. 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.

26.4. 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:

26.4.1. at the full-time or part-time rate, they received before starting the initial leave if they have not returned to work; or

26.4.2. 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

26.4.3. 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.

26.5. Concurrency of Paid Parental Leave

26.5.1. 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 26.6.

26.6. Flexibility for taking Paid Parental Leave

26.6.1. An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Department will consider this request based on operational requirements and the employee's personal and family circumstances.

26.6.2. Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.

26.6.3. The Department may refuse a request on reasonable grounds based on the effect on the Department's workplace including but not limited to:

a. that the new working arrangements requested would be too costly for the Department;

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.

26.6.4. The Department will consider and respond to the request in writing within 21 days.

26.6.5. If the Department 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.

26.7. Other accrued leave in conjunction with parental leave

26.7.1. 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.

26.7.2. 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.

26.8. Pregnancy related illness and alternative duties

26.8.1. 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.

26.8.2. 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 Department must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.

26.8.3. 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.

26.8.4. If a pregnant employee gives the employer 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 Department 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.

26.9. Further periods of parental leave

26.9.1. 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.

26.9.2. 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.

26.9.3. 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.

26.10. Leave for a pre-term birth

26.10.1. 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.

26.10.2. 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.

26.10.3. 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.

26.10.4. 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 24 and clause 25.

26.10.5. 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 24.

26.10.6. Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.

26.10.7. When accessing paid Special Pre-Term Parental Leave, the employee must notify the Department 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.

26.10.8. 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.

26.11. Leave for a stillbirth

26.11.1. A employee who gives birth to a stillborn child has access to paid parental leave in accordance with clause 24 or may elect to take available sick leave.

26.11.2. Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

26.12. Leave prior to an adoption

26.12.1. In addition to the paid parental leave available at clause 24, 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.

26.12.2. 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.

26.13. Right to request extension of unpaid parental leave and part-time return to work

26.13.1. To assist employees with parental responsibilities, an employee who has been granted parental leave in line with clause 24, Paid Parental Leave, can apply to the Department 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).

26.13.2. An employee intending to apply to return from parental leave part-time (in line with clause 26.13.1) must write to the Department 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 Department agrees.

26.13.3. The Department will consider the request and the employee's circumstances and respond in writing. The Department can only refuse the request on reasonable grounds based on the effect on the workplace or the Department's business. This could include:

a. that the new working arrangements requested would be too costly for the Department;

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.

26.13.4. An employee on parental leave may change the period of leave once without the consent of the Department by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Department.

26.13.5. 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 Department agrees).

26.14. Returning to work

26.14.1. 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.

26.14.2. 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.

26.14.3. An employee does not have the right to their former role if they return to work part-time. If the Department 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.

26.15. Notice requirements

26.15.1. The Department 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.

26.15.2. An employee who is an intended parent in an altruistic surrogacy arrangement must notify the Department at least 8 weeks before the expected due date. The employee must give the Department a copy of the pre-conception surrogacy altruistic surrogacy agreement. This agreement is provided for in the *Surrogacy Act* 2010 (NSW) and can be redacted as necessary to protect non-employees' privacy.

26.15.3. To access parental leave, an employee must give the Department 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.

26.15.4. At least four weeks before the expected commencement of parental leave, the employee must advise the Department of:

a. the date they intend to start parental leave; and

b. the date they expect to return to work.

26.15.5. Once an employee or their partner gives birth, they must notify the Department of the date of birth as soon as convenient.

26.15.6. If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify the Department as soon as practicable.

26.15.7. Before and during Paid Parental Leave, an employee must notify the Department of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

26.16. Evidence Requirements

26.16.1. 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 (NSW). 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 clause 23.3.1. A copy of the legal order as defined in clause 23.3.1 (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.

26.16.2. To access bonus paid parental leave Department may require evidence of this such as:

a. documents from the partner's employer; or

b. a statutory declaration from the employee.

26.17. Communication requirements

26.17.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department 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.

26.17.2. The employee will take reasonable steps to inform the Department 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.

26.17.3. The employee will notify the Department of any changes to their address and contact details which may affect the Department's capacity to comply with clause 26.17.1.

26.18. Leave related to miscarriage and fertility treatment

26.18.1. Leave for a miscarriage

a. 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.

b. 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.

c. When accessing paid Special Miscarriage Leave, the employee must notify the Department as soon as reasonably practicable of:

i. the amount of leave required; and

ii. the anticipated date of return to duty.

d. To access paid Special Miscarriage Leave an agency may request evidence, such as:

i. a medical certificate; or

ii. an early loss certificate from the NSW Registry of Births, Deaths and Marriages.

26.18.2. Leave for fertility treatment

a. 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.

b. Special Fertility Treatment Leave does not accumulate, and employees may take it in:

i. part days

ii. single days

iii. consecutive days.

c. Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.

d. When accessing paid Special Fertility Treatment Leave, the employee must notify the Department as soon as is reasonably practicable of:

i. the amount of leave required, and

ii. when they expect to return to work.

e. To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.

27. Bereavement Leave for Casual Employees

27.1. 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).

27.2. The Secretary or delegate 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 two-days of unpaid bereavement leave, which can be taken as a single continuous two-day period, two separated periods of one day each or any separate periods as agreed with the Secretary of delegate per occasion.

27.3. The Department must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause.

27.4. The casual employee must, as soon as reasonably practicable inform the supervisor of their inability to attend for duty.

28. Family and Community Service Leave

28.1. For the purpose of this clause, the definition of "family" or "relative" in this clause means a person related by blood, marriage, affinity or Aboriginal kinship structures.

28.2. The Secretary or delegate will grant family and community service (FACS) leave to an employee for unplanned and emergency family situations or other emergencies that may include but are not limited to the following: -

28.2.1. On compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;

28.2.2. 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;

28.2.3. 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;

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

28.2.5. Attendance at court by an employee to answer a charge for a criminal offence, only if the Secretary or delegate considers the granting of FACS to be appropriate in a particular case.

28.3. The Secretary or delegate may also grant FACS leave for:

28.3.1. 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

28.3.2. 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.

28.4. 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.

28.5. FACS leave will accrue as follows:

28.5.1. two and a half days in the employee’s first year of service;

28.5.2. two and a half days in the employee’s second year of service; and

28.5.3. one day per year thereafter.

28.6. Where FACS leave is exhausted as a result of natural disasters, the Secretary will consider applications for additional FACS leave, if some other emergency arises.

28.7. Where FACS leave is exhausted, on the death of a family member or relative, additional paid FACS leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.

28.8. In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave will be granted when paid FACS leave has been exhausted or is unavailable.

28.9. A Department may also grant employees other forms of leave such as accrued recreation leave, time off in lieu, and so on for FACS leave purposes.

29. Leave Without Pay

29.1. The Secretary or delegate may grant leave without pay to an employee if good and sufficient reason is shown.

29.2. Leave without pay may be granted on a full-time or a part-time basis.

29.3. 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.

29.4. 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 recreation leave.

29.5. An employee who has been granted leave without pay must not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Secretary or delegate.

29.6. 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 must be taken before leave without pay.

29.7. No paid leave will be granted during a period of leave without pay unless otherwise provided in this Award.

30. Special Leave

30.1. Special Leave - Jury Service

30.1.1. An employee must, as soon as possible, notify the Secretary or delegate of the details of any jury summons served on the employee.

30.1.2. An employee must provide a certificate of attendance to the Secretary or delegate if they are required to attend court to answer a jury summons during a period they would otherwise be at work. The certificate should contain the period of attendance and the details of any payments made to the employee under section 72 of the *Jury Act* 1977 (NSW) in respect of any such period.

30.1.3. 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 Secretary will grant, special leave on full pay for the period. In any other case, the Department will grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

30.2. 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 Department.

30.3. 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:

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

30.3.2. 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.

30.3.3. Union 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 Department for the required period.

30.4. 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 employee's election, available recreation leave on full pay or leave without pay.

30.5. Special Leave - Examinations -

30.5.1. 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 Secretary or delegate.

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

30.5.3. 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.

30.6. 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 40, Trade Union Activities Regarded as Special Leave of this Award.

30.7. 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. The 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 recreation leave, extended leave or leave without pay, if the operational requirements allow.

30.8. 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.

30.9. 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.

30.10. Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Secretary or delegate for such other purposes, subject to the conditions specified in the Public Service Industrial Relations Guide at the time the leave is taken.

31. Extended Leave

31.1. Extended leave entitlements generally

31.1.1. After service for 7 years or more but not more than 10 years, a Public Service employee is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of -

a. 2 months on full pay, or
b. 4 months on half pay, or
c. one month on double pay,

for 10 years served.

31.1.2. After service for more than 10 years, a Public Service employee is entitled to extended leave under subclause 31.1.1 in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of -

a. 5 months on full pay, or
b. 10 months on half pay, or
c. 2.5 months on double pay,

for each 10 years served after the first 10 years.

31.1.3. For the purposes of this clause, service includes any period of leave without pay taken before 13 December 1963.

31.2. Entitlement to extended leave if employment terminated in special circumstances

31.2.1. This clause applies to a Public Service employee with at least 5 years' service but less than 7 years' service whose services are terminated-

a. by the employee for reasons of illness, incapacity or domestic or other pressing necessity, or

b. by the employer for reasons other than for misconduct.

31.2.2. The Public Service employee is entitled to -

a. for 5 years' service-one month's leave on full pay, and

b. for further service in excess of 5 years-additional leave proportionate to the employee's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.

31.2.3. For the purposes of this clause, service does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

31.3. Payment of accrued leave on termination of employment

31.3.1. If a Public Service employee has acquired a right to extended leave and his or her services are terminated, the employee may not take the extended leave but is instead to be paid the money value of the extended leave.

31.3.2. Any pension to which any such Public Service employee is entitled under the *Superannuation Act* 1916 commences from and including the date on which the employee's extended leave, if taken, would have commenced.

31.4. Leave to be paid out to dependants in cases of death

31.4.1. If a Public Service employee has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it-

a. the employee's spouse, or

b. if there is no such spouse, the employee's children, or

c. if there is no such spouse or child, 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,

is entitled to receive the money value of the extended leave not taken or not completed.

31.4.2. If a Public Service employee with at least 5 years' service but less than 7 years' service dies -

a. the employee's spouse, or

b. if there is no such spouse, the employee's children, or

c. if there is no such spouse or child, 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,

is entitled to receive the money value of the extended leave that would have accrued to the employee had his or her services terminated as referred to in clause 31.3.1.

31.4.3. If there is a guardian of any child referred to in subclause 31.4.1.b or 31.4.2.b, the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.

31.4.4. If-

a. no person is entitled to receive a payment under subclause 31.4.1 or 31.4.2, or

b. it appears to the agency head that more than one person is entitled as a spouse to a payment under subclause 31.4.1 or 31.4.2,

the payment must instead be made to the employee's personal representatives.

31.4.5. Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

31.4.6. In this clause, spouse of a Public Service employee includes a de facto partner of the employee at the time of his or her death.

31.4.7. De facto partner is defined in section 21C of the *Interpretation Act* 1987 (NSW).

31.5. Calculation of money value of extended leave

31.5.1. For the purpose of calculating the amount of an entitlement under this Schedule, the money value of extended leave accrued or payable to a Public Service senior executive is to be determined on the basis of the persons notional salary within the meaning of clause 29 (Annual leave) of the Government Sector Employment Regulation 2014 (NSW).

31.6. Certain periods to be disregarded

31.6.1. Any period during which a Public Service employee is not employed, as referred to in clause 3 (2) of Schedule 2 of the Government Sector Employment Regulation 2014 (NSW), is to be disregarded for the purpose of calculating his or her extended leave entitlement.

31.7. Leave entitlement reduced by leave already taken or paid out

31.7.1. The following amounts of extended leave are to be deducted from a Public Service employee's extended leave entitlement -

a. for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,

b. for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,

c. for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,

d. for each period of extended leave in respect of which the employee has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.

31.7.2. If a public holiday occurs while a Public Service employee is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case requires).

31.7.3. In subclause 31.7.2, public holiday means any special or public holiday for which the Public Service employee is entitled to payment.

31.8. Extended leave may be postponed for employees not employed in ongoing employment

31.8.1. If, in the case of a Public Service employee who is not employed in ongoing employment, the period of extended leave to which the employee is entitled under this Schedule exceeds the period for which the employee is employed in the Public Service, the balance of the period of extended leave may be taken during subsequent periods of employment in the Public Service, but only if each subsequent period of employment commences on the termination of a previous period of employment in the Public Service.

32. Military Leave

32.1. During the period of 12 months commencing on 1 July each year, Secretary or delegate may grant to an employee who is a volunteer part-time member of the Australian 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.

32.2. 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.

32.3. Up to 24 working days military leave per financial year may be granted by the Secretary or delegate 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 32.1 of this clause.

32.4. Secretary or delegate 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.

32.5. 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 32.3 of this clause may be granted Military Leave Top Up Pay by the Secretary or delegate

32.6. 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.

32.7. During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and the Department will continue to make superannuation contributions at the normal rate.

32.8. At the expiration of military leave in accordance with subclause 32.3 or 32.4 of this clause, the employee must provide to the Secretary or delegate a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

33. 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.

33.1. 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.

33.2. 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.

33.3. Examples of behaviours that constitute domestic and family violence include but are not limited to:

33.3.1. physical and sexual violence;

33.3.2. verbal abuse;

33.3.3. emotional or psychological abuse;

33.3.4. stalking and intimidation;

33.3.5. technology facilitated abuse;

33.3.6. social and geographical isolation;

33.3.7. financial abuse;

33.3.8. cruelty to pets;

33.3.9. damage to property; or

33.3.10. threats to be violent in the above ways.

33.4. Leave for Matters arising from Domestic and Family Violence

33.4.1. The definition of domestic violence is in clause 33 of this Award.

33.4.2. 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.

33.4.3. Paid domestic and family violence leave is not pro-rata for part-time or casual employees.

33.4.4. 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.

33.4.5. 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.

33.4.6. Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.

33.4.7. The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.

33.4.8. 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.

33.4.9. 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.

33.4.10. 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.

33.4.11. 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.

33.4.12. 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.

33.4.13. 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.

33.4.14. 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.

33.4.15. 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.

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

34.1. 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:

34.1.1. Family and Community Service Leave (clause 28); or

34.1.2. Sick Leave / Carer's Leave (clause 22).

34.2. 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:

34.2.1. Clause 28 Family and Community Service Leave

34.2.2. Clause 22 Sick Leave / Carer's Leave

34.3. 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 subclause

22.3, or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.

34.4. 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.

SECTION 8. REQUIRED CLAUSES

35. Consultation

35.1. Consultation on major workplace change

35.1.1. If the Department proposes to make a decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Department must:

a. Give notice of the potential changes to all employees who may be affected by the proposed decision and their representatives (if any); and

b. Discuss with affected employees and their representatives (if any):

i. the details of the proposed change(s); and

ii. the reasons for the proposed change(s); and

iii. the likely impact on employees; and

iv. the proposed implementation schedule (where relevant); and

v. measures to mitigate or avoid the adverse effects of the changes on employees as a result of the proposed changes; and

c. Commence discussions with employees and their representatives (if any) regarding the proposed decision as soon as practicable.

35.1.2. For the purposes of the discussion under subclause 35.1.1.b the Department must give in writing to the affected employees and their representatives (if any) all relevant information about the proposed changes including:

a. their nature; and

b. their expected effect on employees; and

c. any other relevant matters likely to affect employees.

35.1.3. Clause 35.1.2 does not require the Department to disclose any confidential information if its disclosure would be contrary to the Department's interests. The parties acknowledge the Department's adherence to privacy and confidentiality requirements, with respect to information sharing and the provision of documents that may contain sensitive and / or legally privileged information.

35.1.4. The Department must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under subclause 35.1.1.b.

35.1.5. In clause 35 significant effects, on employees, includes any of the following:

a. termination of employment; or

b. major changes in the composition, operation or size of the Department's workforce or in the skills required; or

c. loss of, or reduction in, job or promotion opportunities; or

d. loss of, or reduction in, job tenure; or

e. alteration of hours of work; or

f. the need for employees to be retrained or transferred to other work or locations; or

g. job restructuring.

35.1.6. Where this Award makes provision for alteration of any of the matters defined at clause 35.1.5, such alteration is taken not to have significant effect.

35.2. Consultation about changes to rosters or hours of work

35.2.1. Clause 35.2 applies if the Department proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

35.2.2. The Department must consult with any employees affected by the proposed change and their representatives (if any).

35.2.3. For the purpose of the consultation, the Department must:

a. provide to the employees and representatives mentioned in clause 35.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

b. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

35.2.4. The Department must consider any views given under subclause 35.2.3.b.

36. Grievance and Dispute Resolution Procedure

36.1. 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 Department, if required.

36.2. 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.

36.3. Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act* 1977 (NSW)) 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 Secretary or delegate.

36.4. 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.

36.5. 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 Secretary.

36.6. The Department may refer the matter to the Industrial Relations Secretary for consideration.

36.7. If the matter remains unresolved, the Secretary 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.

36.8. An employee, at any stage, may request to be represented by the union.

36.9. The employee or the union on their behalf or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

36.10. The employee, Union, and Secretary will agree to be bound by any order or determination by the Industrial Relations Commission in relation to the dispute.

36.11. Whilst the procedures outlined in subclauses 36.1 to 36.10 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.

37. Work Health and Safety

37.1. Work Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces in Government organisations covered by this Award by:

37.1.1. The development of policies and guidelines on Work Health, Safety and Rehabilitation;

37.1.2. Assisting to achieve the objectives of the *Work Health and Safety Act* 2011 (NSW) and the Work Health and Safety Regulation 2011 (NSW) by establishing agreed Work Health and Safety consultative arrangements; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;

37.1.3. Identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

37.1.4. Developing strategies to assist the rehabilitation of injured employees;

37.1.5. Directly involving the appropriate Department in the provisions of paragraphs 37.1.1 to 37.1.4 inclusive of this subclause.

37.2. Equality in employment - The Department is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.

37.3. Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act* 1977 (NSW). Management and employees are required to refrain from, or being party to, any form of harassment in the workplace.

38. Cross Agency Employment

38.1. A person may be employed in 2 or more government sector agencies.

38.2. If the person is employed in 2 or more government sector agencies, the heads of those agencies may determine that the person is to be regarded as employed in one of those agencies for the purposes of all or any conditions of employment of the person.

39. Cross Government Sector Leave Arrangements

39.1. In this clause cessation of employment includes cessation of employment by resignation, retirement or otherwise.

39.2. Annual leave

39.2.1. A government sector employee who ceases to be employed in a government sector agency and immediately commences employment in another government sector agency may elect -

a. to be paid the whole or part of the money value of the employee's accrued annual leave, or

b. to retain the entitlement to that accrued annual leave.

39.2.2. A government sector employee who elects to retain the entitlement to accrued annual leave is taken to have, on commencing employment in the other government sector agency, the amount of accrued annual leave to which the employee was entitled immediately before the end of his or her previous employment. This leave is in addition to any annual leave which accrues after that commencement.

39.2.3. In this clause -

a. accrued annual leave means annual leave owing to a government sector employee (but not taken), and includes any such leave accrued because of the operation of this clause.

b. superannuation guarantee amount means the minimum amount payable to a superannuation fund or scheme in respect of a person that is sufficient to avoid an individual superannuation guarantee shortfall, within the meaning of the *Superannuation Guarantee (Administration) Act* 1992 of the Commonwealth, in respect of the person.

39.3. Sick leave

39.3.1. A government sector employee who ceases to be employed in a government sector agency and immediately commences employment in another government sector agency is taken to have, on commencing that employment, the amount of accrued sick leave to which the employee was entitled before that commencement. This leave is in addition to any sick leave which accrues after that commencement.

39.3.2. The eligibility of a government sector employee for sick leave that includes any period of accrued sick leave is to be determined in accordance with the conditions relating to the granting of sick leave in the employee's current employment.

39.3.3. In this clause accrued sick leave means the amount of sick leave to which the employee would have been entitled in the event of illness, and includes any such leave accrued because of the operation of this clause.

39.4. Parental Leave

39.4.1. This clause applies for the purposes of determining whether a government sector employee who ceases to be employed in a government sector agency and immediately commences employment in another government sector agency is entitled to parental leave or any other leave (other than extended leave) for which a condition of eligibility is a minimum period of service.

39.4.2. For the purposes of determining a government sector employee's entitlement to leave referred to in this clause -

a. service with the employee's previous employer is taken to be service with the employee's current employer, if the previous employment was in another government sector agency and if that period of service was continuous with the employee's current employment, and

b. service with any other former employers is taken to be service with the person's current employer, if the service was in other government sector agencies and the periods of service with those agencies were continuous with each other and the employee's previous employment in a government sector agency.

39.4.3. Except as provided by this clause, the eligibility of a government sector employee for leave referred to in this clause is to be determined in accordance with the conditions applying to that leave in the employee's current employment.

39.4.4. A reference in this clause to service with a previous or former employer extends to include a reference to any such service before 24 February 2014.

39.5. Access to forfeited sick leave-transitional arrangements

39.5.1. If a government sector employee is eligible for sick leave for any absence from duty but has exhausted his or her sick leave entitlement, the employee's employer may grant to the employee any of the employee's forfeited sick leave as sick leave for the absence.

39.5.2. Once any period of a government sector employee's forfeited sick leave has been granted as sick leave under this clause, it is no longer regarded as forfeited sick leave for the purposes of any further grant of sick leave to the employee under this clause (whether by the same or a different employer).

39.5.3. In determining whether or not a government sector employee is entitled to sick leave, all the employee's entitlements to sick leave are to be taken into account, including special sick leave and sick leave to which the employee is entitled by operation of clause 39.3.

39.5.4. The Commissioner may provide guidance to government sector employers as to the circumstances in which, and the matters to be taken into account in determining whether, forfeited sick leave should or should not be granted as sick leave under this clause.

SECTION 9. UNION ACTIVITIES

40. Trade Union Activities Regarded as Special Leave

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

40.1.1. annual or biennial conferences of the Union;

40.1.2. meetings of the Union's Executive, Committee of Management or Councils;

40.1.3. annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions

40.1.4. attendance at meetings called by Unions NSW involving the Union which requires attendance of a delegate;

40.1.5. attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;

40.1.6. giving evidence before an Industrial Tribunal as a witness for the Union;

40.1.7. reasonable travelling time to and from conferences or meetings to which the provisions of clauses 40 and 41 apply.

41. Trade Union Training Courses

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

41.1.1. 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 Department and the Union.

41.1.2. 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 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.

42. Conditions Applying to on Loan Arrangements

42.1. Subject to the operational requirements of the workplace, Department may agree to provide unpaid leave to an employee for a fixed period of time to enable them to undertake a temporary on loan arrangement with the Union.

42.1.1. 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.

42.1.2. 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 Secretary in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

42.1.3. Where the Secretary or delegate and the Union cannot agree on the on loan arrangement, the matter is to be referred to the Secretary for Industrial Relations for determination after consultation with the Secretary or delegate and the Union.

43. Period of Notice for Trade Union Activities

43.1. The Secretary 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.

44. Access to Facilities By Trade Union Delegates

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

44.1.1. telephone, facsimile, internet and email facilities;

44.1.2. a notice board for material authorised by the Union or access to employee notice boards for material authorised by the Union;

44.1.3. workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

45. Responsibilities of the Trade Union Delegate

45.1. Responsibilities of the Union delegate are to:

45.1.1. Establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;

45.1.2. Participate in the workplace consultative processes, as appropriate;

45.1.3. Follow the dispute settling procedure applicable in the workplace;

45.1.4. Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;

45.1.5. Account for all time spent on authorised Union business;

45.1.6. When special leave is required, to apply for special leave in advance;

45.1.7. Distribute Union literature/membership forms, under local arrangements negotiated between the Secretary or delegate and the Union; and

45.1.8. Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

46. Responsibilities of Workplace Management

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

46.1.1. 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;

46.1.2. 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;

46.1.3. Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

46.1.4. 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;

46.1.5. Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

46.1.6. Where a Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 46.1.5 of this subclause;

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

46.1.8. 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.

47. Right of Entry Provisions

47.1. The right of entry provisions will be as prescribed under the Work Health and Safety Act 2011 (NSW) and the *Industrial Relations Act* 1996 (NSW).

48. Travelling and Other Costs of Trade Union Delegates

48.1. Except as specified in paragraph 46.1.3 of clause 46, 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.

48.2. In respect of meetings called by the workplace management in terms of paragraph 46.1.3 of clause 46, Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

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

48.4. 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 Department by the Union or the employee.

SCHEDULES

Schedule 1 - Rates of Pay

Classification	From the first full pay period on or after 1 January 2026 $	3% increase from the first full pay period on or after 1 July 2026 $
Cleaners	27.15	27.96

Schedule 2 - Allowances

Item	Allowance	From the first full pay period on or after 1 January 2026	3% increase from the first full pay period on or after 1 July 2026
1.	Broken Shift Allowance per day	$4.50	$4.64
	Broken Shift Allowance maximum per week	$22.49	$23.16
2.	First Aid Allowance per week	$16.11	$16.59
3.	Leading Hand Allowance per week Number of employees in charge of:		
	Up to 10	$58.93	$60.70
	11 to 20	$75.83	$78.10
	More than 20	$92.72	$95.50
4.	Meal Allowance	$16.84	$17.35
5.	Vehicle Allowance		
	Motor car cents per km	$0.99	$1.02
	Motorcycle cents per km	$0.33	$0.34

Schedule 3 - Classification Definition

A Cleaner means an employee who performs those tasks customarily performed by cleaners, using a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition and who:

a. work from complex instructions and procedures; and

b. assist in the provision of on-the-job training; and

c. work under general supervision either individually or in a team; and

d. are responsible for assuring the quality of their own work; and

e. perform those tasks customarily performed by cleaners; and

f. exercises discretion within the level of their skills and training.

Indicative of the tasks that might be required at this level are the following:

- spot cleaning of carpets and soft furnishings; or
- operating hand held powered equipment such as blowers, vacuum cleaners and polishers; or
- sweeping and mopping; or
- toilet cleaning; or
- rubbish collection; or
- telephone cleaning and germ proofing; or
- cleaning of glass, both internal and external; or
- dusting of all hard surfaces; or
- table bussing; or
- collecting, servicing and maintaining shopping or luggage trolleys; or
- re-arranging or re-organising furniture; or
- routinely maintaining indoor greenery such as shrubs and plants; or
- sanitary disposal processing; or
- wiping or sweeping under and around seats and table tops; or
- ordering and distribution of toilet and other requisites or cleaning materials; or
- customer or public relations duties; or
- carrying out those roles expected of a leading hand (subject to the provision of the applicable allowance in accordance with clause 16.3-Leading hand allowance); or
- carpet cleaning; or
- cleaning windows on the exterior of multi-storied buildings from swing scaffolds, boatswain's chairs, hydraulic bucket trucks or similar devices; or
- operating ride-on powered machinery; or
- operating steam cleaning and pressure washing equipment; or
- maintaining gardens, lawns or rockeries; or
- trimming edges, mowing lawns, sowing, planting, watering, weeding, spreading fertiliser, clearing shrubs or trimming hedges; or
- vehicular rubbish collection or operating mobile compaction units; or
- collecting, disposing of or sorting refuse; or
- feed an incinerator, furnace or compactor; or
- specialist computer cleaning.

Cleaner may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

(013) **SERIAL C10046**

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 344191 of 2024)

Before The Honourable Justice Chin, Vice President 19 September 2024

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Monetary Rates
3.	Definitions
4.	Contract of Employment
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Consultation
9.	Additional Rates
10.	Shift Allowances
11.	Saturday and Sunday Work During Ordinary Hours
12.	Payment of Wages
13.	General Conditions
14.	Travelling Time and Expenses
15.	Outside Duties
16.	Lifting of Weights
17.	Sunday Work
18.	Overtime
19.	Call Back
20.	Mixed Functions
21.	Sick Leave/Personal Carer's Leave
22.	Public Holidays
23.	Recreation Leave
24.	Family and Community Services/Personal Carer's Leave
25.	Parental Leave
26.	Extended Leave/Long Service Leave
27.	Domestic and Family Violence Leave
27A.	Leave for employees providing support to people experiencing domestic and family violence
28.	Other Forms of Leave
29.	Anti-Discrimination
30.	Dispute Resolution
31.	Non-Reduction of Existing Wages
32.	Deduction of Union Membership Fees

33. No Extra Claims
34. Area, Incidence and Duration

PART B

2. Monetary Rates

Table 1 - Rates of Pay
Table 2 - Allowances

3. Definitions

Act means the *Government Sector Employment Act* 2013.

Afternoon Shift means any shift finishing after 6.00 p.m. and at or before midnight.

Broken Shifts means the working of two or more shifts per day by an employee within the ordinary hours as specified in subclause (iii) of clause (5), Hours.

Casual Employee means an employee engaged and paid as such and who may be employed for a period of not more than ten (10) consecutive working days for each engagement but will not include an employee required to work a constant number of ordinary hours each week.

Conditions Award means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any award replacing it.

Day means the period from midnight to midnight.

Head means as defined in the Act in respect of a Public Service agency.

Early Morning Shift means any shift commencing at or after 5.00 a.m. and before 6.30 a.m.

General Services Officer Grade 1 - An employee engaged as a General Service Officer Grade 1 may be required to carry out a range of duties, which may include:

> Making and/or serving morning or afternoon teas or lunches or other meals including washing up and other duties in connection with such work. In addition, they may undertake a range of routine tasks under close supervision with set instructions, including basic clerical functions.

General Services Officer Grade 2 - An employee engaged as a General Service Officer Grade 2 may be required to carry out a range of duties, which may include:

> Cleaning work of any description or the bringing into or maintaining of premises in a clean condition in Government offices, courthouses, police stations, technical colleges and other Government establishments.

General Services Officer Grade 3 - An employee engaged as a General Service Officer Grade 3 may be required to carry out a range of duties which may include but not be limited to any of the following:

(a) Pick up and delivery of parcels, goods and furniture

(b) General maintenance of departmental cars and parking areas

(c) Furniture removal and storage

(d) Driving of departmental motor vehicles as required including loading and unloading

(e) Relief security duties

(f) or clerical functions as required

(g) or cleaning and gardening as required

(h) Other duties as required

(i) Routine or minor maintenance of such a nature so as not to require a qualified tradesperson

Part-Time Employee means an employee engaged by the week but who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees.

Night Shift means any shift finishing subsequent to midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

Security Officer - Grade 1 means a person employed in one or more of the following capacities:

(a) to watch, guard or protect persons and/or premises and/or property,

(b) to respond to basic fire/security alarms at their designated site,

(c) to monitor a single closed circuit television unit recording from a stationary camera,

(d) as an employee stationed at an entrance and/or exit whose principal duties will include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property and including vehicles carrying loads of any description. This is to ensure that the quantity and description of such goods accords with the requirements of the relevant document and/or gate pass. The employee may also have other duties to perform, including as an area or door attendant or commissionaire in a commercial building;

A security officer Grade 1 may perform incidental duties that need not be of a security nature.

Security Officer - Grade 2 means a person who is employed as one of the following:

(a) A mobile patrol officer. This means an employee who is required to patrol two or more premises in a vehicle. It also includes a security officer who, in order to perform their designated duties is required, as an integral part of those duties, to use a motor vehicle, or

(b) A security officer who, as part of the shift or duty is required to monitor and act upon intrusion, detection equipment or access control equipment terminating in a televised display or computerised print-out;

A security officer Grade 2 may perform incidental duties which need not be of a security nature.

(c) A caretaker whose presence is required for the protection, good order or convenient use of premises, and/or the cleanliness or upkeep of such, including routine or minor maintenance, but the work is not of a nature that requires a qualified tradesperson. A caretaker may also be required to receive and distribute stores.

Security Officer - Grade 3 means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties -

Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any medium of verbal communication; or

A person, who in addition to performing the duties defined in Grade 2(b), monitors or acts upon integrated intelligent building management systems terminating at a visual display unit or computerised print-out that has the capacity for and requires data input from the security officer.

Seven Day Shift Worker: for purposes of this award, a seven day shift worker means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays on which the employee may be regularly rostered for work.

Union means the United Workers Union.

Weekly Employee means an employee engaged and paid by the week or fortnight, as the case may be.

4. Contract of Employment

(i) Employees under this award will be engaged either as weekly employees, part-time employees, or casual employees.

(ii) An employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training.

(iii) The employer will clearly display at some place accessible to the employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any change to such hours, otherwise payment of overtime is incurred. Less than one week's notice may be given by mutual agreement between the employer and the employee.

(iv) The employment of any employee other than a casual employee will be terminated only by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.

(v) The employment of a resident Security Officer Grade 2b or 2c (as defined) engaged by the week will only be terminated by three weeks' notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.

(vi) The employment of a casual employee may be terminated by one hour's notice.

(vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time for misconduct or serious misconduct and then will be liable for payment only up to the time of dismissal.

(viii) Termination of employment by an employer will not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment will include terminations with or without notice.

Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin will constitute harsh, unjust, or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.

(ix) On the termination of employment the employer will, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.

(x) On the termination of employment an employee will return to the employer all uniforms, identity cards, vehicles, keys and all other items issued to employees.

(xi) Mechanisation and Technological Changes - Three months' notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction, or proposed introduction, by an employer of mechanisation or technological changes in the industry in which the employer is engaged. This applies notwithstanding the provisions of subclauses (iii) and (iv).

(xii) If there is a failure to give such notice in full:

(a) the employee will be paid at the rate specified for the employee's ordinary classification set out in Part B, Table 1 of this award, for a period equal to the difference between three months and the period of the notice given; and

(b) the period of notice required by this subclause to be given will be deemed to be service with the employer for the purpose of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, *Government Sector Employment Act* 2013 or any Act, amending or replacing any of those Acts. The right of the employer summarily to dismiss an employee for the reasons specified in subclause (vi), of this clause, will not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employment.

An employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar, and the Secretary of United Workers Union New South Wales Branch. The employer must state the employee's name, address and usual occupation and the date when the employment terminated in accordance with the notice given.

5. Hours

(i) Security Officers: (Other than Caretakers)

(a) Subject to the provisions of clause 6, Rostered Days Off Duty, ordinary hours of Security Officers will not exceed one hundred and fifty-two in each roster period of twenty consecutive days. Such hours will be worked in not more than twenty shifts in each roster period. The shifts will not be more than eight consecutive hours in duration and only one shift will be worked in any period of twenty-four hours.

(b) Except in the case of change of shifts, notice of which has been given in accordance with subclause (iii), of clause 4, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days will be worked without the payment of overtime.

(c) The arrangement of working hours, as set out herein may be altered by agreement between the employer and the union.

(d) In all cases shifts shall be continuous and time will start from the commencement of the shift.

(e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes will be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked and will be paid for as such.

(ii) Caretakers:

(a) The ordinary working hours, exclusive of meal breaks, will be an average of 38 per week. The hours will be worked in shifts of no more than 8 hours duration from Monday to Friday inclusive.

In establishments operating Monday to Sunday the ordinary working hours will be an average of 38 per week. The hours will be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive.

(b) The employer will fix the time for working such hours on such days in one, two or three shifts.

(iii) General Service Officers Grade 2 & 3, (Cleaners and Basement Attendants)

The ordinary working hours, exclusive of meal breaks, will not exceed an average of thirty-eight per week. Such hours will be worked as follows -

(a) Day Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday, inclusive. These hours will be worked on each day in one or two shifts of not more than eight hours total duration. An employee may commence thirty minutes earlier than the normal starting time or the ceasing time

may be extended by thirty minutes. This thirty minutes may be divided between the starting and ceasing time if mutually agreed to by the employer and the employee.

(b) Afternoon Shift Workers: Between 4.00 p.m. and 12 midnight, Monday to Friday, inclusive, to be worked in one shift of no more than eight hours daily.

(c) Early Morning Shift Workers: Between 5.00 a.m. and 2.00 p.m., Monday to Friday, inclusive, to be worked in one shift daily of no more than eight hours' duration.

(d) Broken Shift Workers: Between 6.30 a.m. and 6.00 p.m. Monday to Friday inclusive, to be worked in two shifts daily, subject to the provisions of subclause (a) with respect to alterations in starting and ceasing times.

(e) Night Shift Workers: Five shifts of not more than eight hours each, between 10.00 p.m. on Sundays and 6.30 a.m. on the succeeding day (Sunday to Friday) or five shifts of not more than eight hours between 6.00 p.m. and 6.30 a.m. on each day, Monday to Saturday, inclusive.

(f) In establishments operating from Monday to Sunday the ordinary working hours will be an average of 38 per week which will be worked in 5 shifts of no more than 8 hours duration from Monday to Sunday inclusive. This is subject to the provisions of paragraphs (a), (b), (c),(d) and (e) of this subclause.

(iv) General Services Officer Grade 1

The ordinary working hours, exclusive of meal times will not exceed an average of thirty-eight per week or eight per day. Such hours will be worked in one or two shifts per day between 7.00 a.m. and 6.00 p.m. Monday to Friday inclusive.

In establishments operating from Monday to Sunday the ordinary working hours will be an average of 38 per week, which will be worked in one or two shifts per day between 7 a.m. and 6 p.m. from Monday to Sunday inclusive.

(v) Casual Employees

For casual employees the ordinary working hours will not exceed eight hours on any day or night or shift without the payment of overtime.

(vi) Meal Breaks: (Other than Security Officers)

A meal break of not less than thirty minutes and not more than one hour will be allowed for a meal. An employee will not be required to work for more than five hours without a meal break. The provisions of this subclause will also apply to Caretakers (Security Officer Grade 2).

6. Rostered Days Off Duty

(i) Four-Week Work Cycle - Accrual Provisions:

(a) Shiftworkers - Weekly Employees

Employees on shift work will accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift during every shift cycle. This shift will be paid for at the appropriate shift rate as prescribed by clause 10, Shift Allowances, of this award.

(b) Dayworkers - Weekly Employees

The ordinary working hours will be worked as a twenty-day four-week cycle, Monday to Friday inclusive. The cycle consists of nineteen working days of eight hours each, with 0.4 of one hour on each day worked accruing as an entitlement to take the twentieth day in each cycle as a day off paid for as though worked.

(c) Part-Time Employees

Accrual of rostered day off credits for part-time employees may be accounted for in the calculation of the part-time rates. The rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days actually taken as provided in subclause (iii) of this clause.

(ii) Accrual and Paid Leave:

Each day of paid leave taken (excluding long service/extended leave and workers' compensation/accident leave) and leave without pay during periods of closedowns occurring during any cycle of four weeks, will be regarded as a day worked for accrual provisions.

(iii) Rostering - Four Week Cycle:

(a) Rostered days off will be scheduled by mutual agreement between employees and the employer. This does not preclude an individual employee with the employer's agreement, substituting another day for their rostered day off.

(b) Except as provided by paragraph (c) of this subclause, at least four weeks' notice will be given to an employee of the weekday he/she is to be rostered off duty.

(c) In the case of a breakdown of machinery or to meet the requirements of the establishment, the employer may, with the agreement of the majority of employees concerned, substitute another day for the employee's rostered day off.

(d) Under normal conditions, employees on a rostered day off that coincides with a pay day will be paid no later than the working day immediately following pay day.

(e) Rostered days off may accumulate and in the case of school/college locations may be scheduled during vacation periods to suit the needs of the employer. Dates for the taking of such accumulated leave shall be agreed between the employer and the employee.

(iv) Rostered Day Off Falling on a Public Holiday:

In the event of an employee's rostered day off falling on a public holiday, the employee and the employer will agree to an alternative day off duty as a substitute. In the absence of agreement, the substituted day shall be determined by the employer.

(v) Work on Rostered Day Off Duty:

Subject to subclause (iii), Rostering - Four Week Cycle, of this clause, any employee required to work on their rostered day off will only be paid in accordance with the provisions of clause 18, Overtime, of this Award.

(vi) Sick Leave and Rostered Days Off:

Employees are not eligible for sick leave in respect of absences on rostered days off as such absences are outside their ordinary hours of duty.

7. Rates of Pay

Rates of pay and allowances for classifications covered by this Award are provided for by the Crown Employees Wages Staff (Rates of Pay) Award 2024 or any instrument replacing it.

(i) Weekly Employees - A weekly employee will be paid according to the rate for the classification as set out in Table 1 of Part B of the Award.

(ii) Part-Time Employees -

General Services Officer Grade 2 (Cleaners)

(a) Part-time employees will be paid at an hourly rate as set out in Table 1 of Part B for all ordinary time worked and for all paid leave.

(b) The part-time rate includes provision for automatic crediting of one twentieth of all time worked towards rostered days as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

(c) The hourly rate prescribed by paragraph (a) of this subclause will be adjusted by the percentage movements in the weekly rate for a General Services Officer Grade 2 in subclause (i).

All Other Part Time Employees:

(a) For each hour worked during ordinary time, part time employees will be paid the hourly equivalent of the appropriate weekly rate of pay prescribed by subclause (i) of this clause plus an additional amount of ten per cent.

(b) The hourly equivalent for the purposes of this subclause will be based on 38 hours where a part-time employee is not accruing credits towards rostered days off but is paid only for hours worked.

(c) The hourly equivalent for the purposes of this subclause shall be based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off as provided for in paragraph (c) of subclause (i) of clause 6, Rostered Days Off Duty.

A minimum payment of three hours will be made for each start. Part-time cleaners in small locations may be engaged on two hours per start where the total assessed cleaning area is 500 square metres or more, and no less than one hour per shift where the total assessed cleaning area is less than 500 square metres.

(iii) Casual Employees:

(a) A casual employee for working ordinary time will be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.

(b) A minimum payment of four hours will be made for each start in the case of security officers and three hours for each start in the case of all other employees.

(iv) The hourly rates of pay prescribed in subclause (ii) and (iii) of this clause, will be calculated to the nearest whole cent.

8. Consultation

Agencies covered by this award will establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

9. Additional Rates

(i) Leading Hands Allowance:

Employees placed in charge of other employees will be paid a weekly amount as set out in Item 1 of Table 2 in addition to their ordinary wages.

(ii) Qualification Allowance:

An employee acting as a leading hand or a caretaker who has successfully completed a Cleaning Supervisors' Course or a course deemed by the employer to be of equivalent qualification, will be paid

an additional weekly amount as set out in Item 2 of Table 2. This amount will be part of the ordinary rate of pay for all award purposes.

(iii) First Aid Allowance:

An employee who is a qualified first-aid attendant and is employed to carry out the duties of a qualified first-aid attendant will be paid an additional weekly amount as set out in Item 3 of Table 2.

(iv) Boiler Attendant's Certificate

An employee required to hold a Boiler Attendant's Certificate will be paid a weekly allowance as set out in Item 4 of Table 2 in addition to the ordinary rate of pay.

(v) Refrigeration Driver's Certificate

An employee required to hold a Refrigeration Driver's Certificate of competency, 1st or 2nd Class (Air Conditioning) will be paid a weekly allowance as set out in Item 5 of Table 2 in addition to the ordinary rate of pay.

(vi) Contingency Allowance:

Employees engaged on any or all of the following duties

(a) refuse disposal and/or sorting for incinerators and furnaces,

(b) cleaning of ablution facilities,

(c) clearing of minor plumbing blockages,

(d) receiving appropriate stores or minor repair of non-electrical equipment,

will be paid a weekly allowance as set out in Item 6 of Table 2.

(vii) Toilet Allowance:

An employee required to work in toilets, on outside steps, outside marble or outside brass or required to scrub marble, terrazzo, rubber floor corridors or stairs which necessitate the employee kneeling will be paid an additional weekly amount as set out in Item 7 of Table 2.

The cleaning of single sex toilets may be undertaken by both male and female cleaners as long as appropriate steps are taken to ensure that the toilets are not in use at the time of cleaning. Appropriate warning signs are to be supplied by the employer.

The toilet allowance is not applicable for an employee receiving the contingency allowance set out in Item 6 of Table 2.

(viii) Multi-Purpose Machines Allowance:

Employees required to use multi-purpose machines, mobile sweeping machine and other similar mechanical equipment or operate fork lifts will whilst so employed be paid an additional amount per shift or part thereof as set out in Item 8 of Table 2.

NOTE: A multi-purpose machine is one that performs three or more functions.

(ix) Furniture Removal Allowance:

Cleaners required to be engaged in furniture removal for more than three hours on any day or shift will be paid an additional allowance per shift as set out in Item 9 of Table 2.

(x) Torches:

Where an employee is required to carry a torch, it will be provided and maintained in full working order by the employer. Employees providing their own torches will be paid an allowance per shift as set out in Item 10 of Table 2 to cover the replacement of torch globes and batteries.

(xi) Laundry Allowance:

Overalls and coveralls and any uniform where supplied or required to be worn by the employee will be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 11 of Table 2 may be paid for each ordinary shift worked. In the case of security officers this subclause will apply to shifts worked in accordance with the provisions of clause 5 (i)(b), Hours of this Award.

(xii) Locomotion Allowance:

An employee required by the employer to use a motor cycle or other motor vehicle will have such vehicle supplied and maintained by the employer. If the employee uses his/her own vehicle they will be reimbursed each week for each shift worked at the rate set out in Item 12 of Table 2. The employer will reimburse the employee for the cost of fuel used on the employer's business. In the case of an employee providing a bicycle for use in the employer's business the payment will be as set out in Item 14 of Table 2 for each shift worked.

The locomotion allowance will only be paid where the use of a motor vehicle etc. is essential to the performance of an employee's main function.

The locomotion allowance does not apply to caretakers, who are eligible to receive allowances in accordance with Item 13 of Table 2. An employee receiving the locomotion allowance is not eligible to also receive a motor vehicle allowance as set out in Item 13.

(xiii) Motor Vehicle Allowances:

(a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, will be paid additional rates as set out in Item 13 of Table 2.

(b) The rates contained in paragraph (a) are based on and will move in accordance with the "Official Business Rate" payable under the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied, or any variation or replacement award.

(c) Where public transport is available employees may use such transport for approved travel and be reimbursed for the costs incurred.

(d) Employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Item 13 of Table 2 up to the cost of the available public transport.

(e) An employee receiving a motor vehicle allowance pursuant to this subclause will not also receive a locomotion allowance under Item 12 of Table 2.

10. Shift Allowances

(i) The following additional allowances for shift work will be paid to employees other than Caretakers in respect of work performed during ordinary hours of shift as defined in clause 3, Definitions, of this award:

	Percentage
Early Morning Shift	10%
Afternoon Shift	15%
Night Shift, rotating with day or afternoon shift	17.5%
Night Shift, non-rotating	30%

(ii) Caretakers:

The following additional allowances shall be paid per hour:

Between the hours of 9.00 p.m. and midnight -	15%
Between the hours of midnight and 6.00 a.m. -	30%

(iii) Broken Shifts

(a) Employees working broken shifts will be paid an additional daily amount as set out in Item 15 of Table 2 of Part B, of the Award for each day so worked.

(b) Employees working broken shifts will also be paid a weekly excess fares allowance as set out in Item 15 of Table 2 of Part B, of the Award.

NOTE: An employee receiving broken shift allowance under the provisions of this subclause will not receive the allowances provided for under subclause (i) and (ii) of this clause.

11. Saturday and Sunday Work During Ordinary Hours

(i) Employees required to work their ordinary hours on a Saturday or Sunday will be paid for all time so worked at the following rates:

Saturday Work	time and one-half
Sunday Work	double time

(ii) The allowances prescribed in this clause will be in substitution for and not cumulative upon, the shift work allowances prescribed in clause 10, Shift Allowances, of this award.

(iii) For the purpose of this clause, the rates prescribed will apply in respect of ordinary hours of work only and will apply to all employees including casual employees.

12. Payment of Wages

(i) All wages will be paid fortnightly by electronic funds transfer on a Thursday as determined by the employer, and not more than forty-eight hours from the time when such wages become due.

(ii) Wages are to be paid into an employee's bank or other account as specified by the employee. The employer will specify the day upon which wages shall be paid into such account.

(iii) An employee kept waiting for wages on a payday will be deemed to be working during the time kept waiting. When wages are not paid into the employee's bank or other account on the due date, the employee must notify the employer of such. The employer must make every endeavour within two full working days to ensure the appropriate credit is paid into the nominated account, or that the issuing of a cheque for the appropriate amount is undertaken. This provision will not apply where circumstances preventing payment of wages in such a manner is beyond the employer's control.

(iv) If payment is not made by the end of the two-day period, the employee is entitled to payment at overtime rates for performance of the next full day's work. The provisions set out in subclauses (i) to (iv) do not apply to periods of employment that are less than one full pay period.

(v) Casual employees will be paid within one hour of termination of employment. Wages may in some circumstances be paid by cheque.

13. General Conditions

(i) Security Officers - All Grades

(a) Security Licence: A Security Officer required to hold a Class 1 or Class 2 Security Licence pursuant to the provisions of the *Security Industry Act* 1997 will have the cost of such licence reimbursed by the employer. Reimbursement will be made on completion of each twelve months or five years' service, whichever applies to the term of the licence held.

(b) Training:

All full-time Security Officers who during their current employment are required to undertake an approved training course nominated by the employer and as required by the provisions of the *Security Industry Act* 1997 (and Regulations), will have the costs of such training courses reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.

Reimbursable costs as referred to in paragraph 1(a) of this subclause will include excess travelling expenses relating to the attendance at the said courses.

Employees will be granted time off without loss of pay during ordinary hours to attend training courses as referred to in this subclause.

In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:

The rostered shift should be altered so that the employee can attend during ordinary working hours; or

For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or

The employee will be paid for attending the course at ordinary time rates without the addition of penalties. Such attendance will not form part of the employee's ordinary roster for the purpose of clause 5, Hours, of this Award.

(c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.

(ii) Security Officer Grade 2(b) and 2(c)

(a) Where a Security Officer Grade 2b or 2c (as defined) is provided with accommodation, a deduction may be made from the wages for rent, fuel and lighting. The deduction will not be more than the amount set out in Item 16 of Table 2.

(b) An employer will not require a resident Security Officer Grade 2b or 2c to vacate living quarters during annual leave period for use by a relieving caretaker, unless such arrangements are mutually agreed to between the said employee and the relieving employee.

(iii) General

(a) Accommodation for Meals: Employers will allow employees to take their meals, crib breaks or tea breaks in a suitable place protected from the weather. Every such employee will be provided by the employer with adequate facilities for tea making and for heating food.

This provision will not apply to mobile security officers.

(b) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided.

(c) Means of Exit: Provision will be made for an exit for night employees in case of necessity.

(d) Protective Clothing: In complying with the *Work Health and Safety Act* 2011 the following clothing and equipment will be issued. The clothing will remain the property of the employer:

Wet weather coat with hood and trousers for employees who are required to work out of doors.

Rubber boots for employees who are required to work in "wet areas", i.e. toilets, ablution blocks and external areas where water is used as part of the cleaning process.

Protective eye wear for employees who are required to empty rubbish tins and tend incinerators, or work in areas where airborne particles are a hazard.

Long rubber gloves when using detergents or similar cleaning chemicals.

Leather gloves for employees who are required to collect rubbish bins, carry refuse and sweep outside areas.

Washable broad brim hats for employees who are required to work out of doors.

(e) Work Clothing: Clean overalls or wrap-ons, gloves and safety footwear shall be supplied by the employer where they are required in undertaking duties.

14. Travelling Time and Expenses

Where an employee is sent to work at a place other than their employer's recognised place of business, the employer will pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer will pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment will be paid reasonable authorised expenses.

15. Outside Duties

All employees covered by this award will clean outside areas as required and shall clean above floor or ground level as is safely accessible. Where ladders are used the safety requirements of the *Work Health and Safety Act* 2011 must be complied with.

16. Lifting of Weights

An employee will not be required to lift by hand or carry weights in a manner that does not accord with the provisions of Chapter 4, Part 4.2, Hazardous Manual Tasks of the Work Health and Safety Regulation 2011.

17. Sunday Work

An employee required to perform work on a Sunday will be paid at the rate of double time, with a minimum payment of not less than four hours at such rate for each start.

18. Overtime

(i) For all work done outside ordinary hours the rates of pay will be time and a half for the first two hours and double time thereafter. In computing overtime each day's work stands alone. All work performed after 12 noon on Saturday will be paid for at the rate of double time.

(ii) Meal Allowance - An employee who works overtime for one or more hours on any day or shift after the fixed ceasing time will be paid for such day a meal allowance as set out Item 17 of Table 2 - Allowances, of Part B, Monetary Rates. This applies unless notice to work has been given to such employee on or before the termination of the previous shift or day, as the case may be.

(iii) Where overtime or extra shifts are required to be worked, preference will be given to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.

(iv) Where an employee is required to work overtime, the minimum break between the finishing of one period of work or shift and the commencement of another, will be as set out below:

(a) for shift workers, eight hours, including the normal changeover time if any;

(b) for day workers, ten hours.

If on the instructions of the employer such an employee resumes or continues work without having the required period off duty, the employee will be paid at double ordinary time until released from duty. The employee will be entitled to be absent without loss of pay for ordinary working time occurring during such absence until they have had the required period off duty.

(v) For the purposes of this clause ordinary hours will be inclusive of time worked for accrual purposes as provided for by clause 5, Hours.

19. Call Back

An employee who after leaving their place of employment, is required to return to the employer's premises for any reason other than carrying out rostered duties, will be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This payment will apply whether the employee was notified before or after leaving the place of employment.

This clause will not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The employee will be given at least eight hours off duty, excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given will be paid at double ordinary rates until such employee has been relieved from duty for a period of eight hours.

20. Mixed Functions

An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification will be paid the higher rate for such a day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment will be at the higher rate for the time so worked.

An employee who is required to perform work temporarily for which a lower rate is paid, will not suffer any reduction in wages whilst so employed. Any work of less than one week's duration will be deemed temporary.

This clause will not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

21. Sick Leave/Personal Carer's Leave

(i) The entitlement to sick leave shall be as follows:

(a) Employees:

(1) Will be entitled to 15 days sick leave per year. Any untaken leave is cumulative. Sick leave on full pay accrues at the beginning of the calendar year. If an employee commences

after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.

(2) An employee absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Head in respect of the absence.

(3) An employee will be put on notice in advance if required by the Head to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.

(b) Ministerial Employees engaged under Ministerial Authority: in accordance with the Uniform Leave Conditions

(ii) Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 24 is exhausted, the sick leave provisions under clause (i) may be used by an employee to care for a sick dependant.

(iii) Use of sick leave to care for a sick dependant - entitlement

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

(1) the employee being responsible for the care and support of the person concerned, and

(2) the person concerned being:

(1) a spouse of the employee; or

(2) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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

(3) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) 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

(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

(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

(b) An employee with responsibilities in relation to a person who needs their care and support will be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

(c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

(d) In special circumstances, the Chief Executive Officer or Managing Director may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph (c).

(e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.

(f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.

(g) Wherever practicable, the employee shall give the Chief Executive Officer or Managing Director prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer or Managing Director beforehand, notification should be given by telephone at the first opportunity on the day of absence.

(h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

22. Public Holidays

(i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the three working days between Christmas and New Year's Day. The specific date is to be advised to employees prior to December each year.

(ii) Except as hereinafter provided -

(a) Employees on weekly hiring will be entitled to the above holidays without loss of pay;

(b) Employees will be paid at the rate of double time and one-half with a minimum payment of four hours at such rate for all time worked on the above holidays.

(iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight will be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked will be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked will be regarded as time worked on the day on which the shift commenced.

(iv)

(a) Where a holiday occurs on the rostered day off of a seven day shift worker who is not required to work on the day, the employee is entitled to a day's ordinary pay in respect of such day. The employer may, in lieu of the payment of a day's ordinary pay, add a day to the recreation leave credit.

(b) Where the worker is required to work on that day, the employer will pay the employee a day's ordinary pay in respect of such time, plus time and one-half for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.

(c) Where the employment of a seven-day shift worker has been terminated and there is an entitlement to payment in lieu of recreation leave with respect to a period of employment, the employee will also be entitled to an additional payment for each day accrued under this clause at

the appropriate ordinary rate of pay. This is provided that payment has not already been made in accordance with paragraph (a), of this subclause.

23. Recreation Leave

(i) The entitlement to recreation leave will be as follows:

(a) Employees: in accordance with the Conditions Award.

(b) Ministerial employees engaged under Ministerial authority: in accordance with the Uniform Leave Conditions.

(ii) Caretakers and Seven-Day Shift Workers -

(a) In addition to the normal recreation leave provisions, a caretaker or seven-day shift worker, at the end of each year of continuous employment will be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a caretaker or a seven-day shift worker, the additional leave will be 3.25 hours for each completed month of employment in those classifications. Where the additional leave is or comprises a fraction of a day, such fraction will not form part of the leave period and will be discharged by payment only.

(b) Where the employment of a caretaker or seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such person also will be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

(iii) For the purposes of this clause, a seven-day shift worker means an employee whose ordinary working period includes Sunday and /or holidays on which the employee may be regularly rostered for work.

Redundant as leave is provided in (i)

24. Family & Community Services Leave

(i) The Chief Executive Officer or Managing Director may grant family and community service leave to an employee:

(a) for reasons related to the family responsibilities of the employee, or

(b) for reasons related to the performance of community service by the employee, or

(c) in a case of pressing necessity

(ii) Family and Community Services Leave replaces Short leave.

(iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:

(a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

(b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period

(iv) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.

(v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete `per occasion' basis on the death of a person defined in clause 21(iii)(a)(2).

25. Parental Leave

The entitlement to parental leave will be as follows:

(a) Employees: in accordance with the Conditions Award

(b) Ministerial employees engaged under Ministerial Authority, in accordance with the Uniform Leave Conditions.

26. Extended Leave/Long Service Leave

(i) The entitlement to extended leave/long service leave will be as follows:

(a) Employees: in accordance with the Act and the Government Sector Employment Regulation 2014.

(b) Ministerial employees engaged under Ministerial authority in accordance with the Uniform Leave Conditions.

27. Domestic and Family Violence Leave

27.1 Definitions

For the purpose of this clause:

(a) "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.

(b) 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.

(c) 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.

(d) 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) technology 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.

27.2 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.

27.3 Paid domestic and family violence leave is not pro-rata for part-time or casual employees.

27.4 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.

27.5 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.

27.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, employees would advise their employer of the need to take domestic and family violence leave as soon as possible.

27.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.

27.8 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.

27.9 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

(a) any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.

27.10 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.

27.11 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.

27.12 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.

27.13 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.

27.14 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.

27.15 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.

27.16 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.

27.17 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.

27A. Leave for employees providing support to people experiencing domestic and family violence

27A.1 Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria are met, access existing Family and Community Service Leave entitlements consistent with clause 24 of this award.

27A.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 24 Family and Community Service Leave

(b) Clause 21 Sick Leave to Care for a Family Member

27A.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 subclause

27.10 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.

27A.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.

28. Other Forms of Leave

(i) Employees: in accordance with the Government Sector Employment Act 2013 and the Conditions Award, or Any Replacement Award,

(ii) Ministerial employees engaged under Ministerial Authority: see Uniform Leave Conditions.

29. Anti-Discrimination

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

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

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

(iv) Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) offering or providing junior rates of pay to persons under 21 years of age;

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

(d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

(i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(ii) 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."

30. Dispute Resolution

Any dispute shall be dealt with in the following manner:

(i) in the event of a claim, issue or dispute, the employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the immediate supervisor. The immediate supervisor will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.

(ii) Failing agreement, employee(s) and/or delegate(s) of the union will place the claim, issue or dispute before the Manager or his/her deputy. The Manager or his/her deputy will take all reasonable steps to reply to the employee(s) and/or delegate(s) as soon as possible.

(iii) If no agreement is reached at this stage on the claim, issue or dispute, the matter will be fully reviewed by the Secretary of the union or its representative and senior management. All reasonable steps will be taken to resolve the matter.

(iv) Failing agreement, the claim, issue or dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.

(v) All work will continue normally while the above procedures are taking place.

31. Non-Reduction of Existing Wages and Conditions

Wages and Conditions

(i) Employees still in receipt of a 20% part-time loading will continue to receive such loading under the protection of the *Government Sector Employment Act 2013*.

(ii) Existing employees as at 31 January 1992 will not be compelled to work broken shifts or become seven-day shift workers in accordance with the provisions of this award. However, employees engaged after 31 January 1992 may be required to work broken shifts or work ordinary hours over seven days of the week.

32. Deduction of Union Membership Fees

(i) The Union will provide the employer with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with the Union's rules.

(ii) The Union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable will be provided to the employer at least one month in advance of the variation taking effect.

(iii) Subject to (i) and (ii) above, the employer will deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions.

(iv) Monies so deducted from employees' pay will be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.

(v) Unless other arrangements are agreed to by the Department of Education and the Union, all Union membership fees will be deducted on a fortnightly basis.

(vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. No Extra Claims

The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

Parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing award provisions

34. Area, Incidence and Duration

This award will apply to:

(i)

a. all non-executive public service employees as defined in the *Government Sector Employment Act* 2013 employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act* 2013, except where another industrial instrument or arrangement applies to the employees; and

b. any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act* 2002 and who was covered by this award on that date will continue to be covered by this award,

who are employed in the classifications contained in this Award or under Ministerial Authority.

(ii) This award rescinds and replaces the Crown Employees (Security and General Services) Award 2022 published 20 October 2023 (396 I.G. 375).

(iii) This award will come into effect from the first full pay period after 1 July 2024, and remains in force for three years.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.23 (4%) $	Per week as from the first full pay period on or after 1.7.24 (4%) $	Per week as from the first full pay period on or after 1.7.25 (3%) $	Per week as from the first full pay period on or after 1.7.26 (3%) $
Security Officer				
Grade 1	1020.20	1,061.00	1,092.80	1,125.60
Grade 2	1056.10	1,098.30	1,131.20	1,165.10
Grade 3	1104.40	1,148.60	1,183.10	1,218.60
General Services Officer				
Grade 1	910.50	952.50*	981.10	1,010.50
Grade 2	988.90	1,028.50	1,059.40	1,091.20
Grade 3	1020.20	1,061.00	1,092.80	1,125.60
Part-time Employees (Per hour) -				
General Services Officer Grade 2 (Cleaners)	28.20	29.31	30.19	31.10

*In accordance with *Industrial Secretary & Ors v Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales & Ors (No 2)* [2024] NSWIRComm 21, this wage rate was adjusted to accord with the 2024 National Minimum Wage of $915.90 from 1 July 2024 and the increase of 4% has been applied to the adjusted rate of pay.

Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.23 (4%) $	Per week as from the first full pay period on or after 1.7.24 (4%) $	Per week as from the first full pay period on or after 1.7.25 (3%) $	Per week as from the first full pay period on or after 1.7.26 (3%) $
Security Officer				
Grade 1	1099.80	1,143.80	1,178.10	1,213.40
Grade 2	1138.00	1,183.50	1,219.00	1,255.60

Table 2 - Work Related Allowances

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.23 (4%) $	From the first full pay period on or after 1.7.24 (4%) $	From the first full pay period on or after 1.7.25 (3%)	From the first full pay period on or after 1.7.26 (3%) $
Clause 9 - Additional Rates					
(i)	Leading Hands Allowance: (per week)				
	1 - 5 employees	43.70	45.40	46.80	48.20
	6 - 10 employees	49.70	51.70	53.30	54.90
	11-15 employees	64.80	67.40	69.40	71.50
	16-20 employees	74.90	77.90	80.20	82.60
	Over 20 employees -	74.90	77.90	80.20	82.60
	for each employee over 20 an additional amount is paid	0.53	0.56	0.58	0.60
(ii)	Qualification allowance (per week)	29.40	30.60	31.50	32.40
(iii)	First Aid Allowance (per week)	22.60	23.50	24.20	24.90
(iv)	Boiler Attendants Certificate (per week)	19.10	19.90	20.50	21.10
(v)	Refrigeration Drivers Certificate (per week)	19.10	19.90	20.50	21.10
(vi)	Contingency Allowance (per week)				
	1-10 Hours per week	12.20	12.70	13.10	13.50
	11 to 25 hours per week	18.60	19.30	19.90	20.50
	26 to 38 hours per week	25.20	26.20	27.00	27.80
(vii)	Toilet allowance (per week)	15.00	15.60	16.10	16.60
(viii)	Multi-Purpose Machines Allowance - per shift	4.14	4.31	4.44	4.57
(ix)	Furniture removal allowance - per shift	3.69	3.84	3.96	4.08
(x)	Torches - per shift	1.18	1..23	1.27	1.31
(xi)	Laundry allowance - per shift	2.52	2.62	2.70	2.78
(xii)	Locomotion allowance - per shift	40.04	41.64	42.89	44.18
(xiii)	Bicycle allowance - per shift	3.19	3.32	3.42	3.52
Clause 10. Shift Allowances					
(iii)(a)	Broken Shifts allowance (per day)	18.39	19.13	19.70	20.29
(iii)(b)	Excess Fares allowance (per week)	11.60	12.10	12.50	12.90

Clause 13. - General Conditions					
(iii)	Accommodation deduction (per week)	22.90	23.80	24.50	25.20

Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.23 (4%) $	From the first full pay period on or after 1.7.24 (4%) $	From the first full pay period on or after 1.7.25 (3%) $	From the first full pay period on or after 1.7.26 (3%) $
(i)	Leading Hands Allowance (per week)				
	1 - 5 employees	47.20	49.10	50.60	52.10
	6 - 10 employees	53.40	55.50	57.20	58.90
	11-15 employees	70.00	72.80	75.00	77.30
	16-20 employees	80.80	84.00	86.50	89.10
	Over 20 employees -	80.80	84.00	86.50	89.10
	for each employee over 20 an additional amount is paid	0.57	0.59	0.61	0.63
(vi)	Contingency Allowance (per week)				
	1-10 Hours per week	13.00	13.50	13.90	14.30
	11 to 25 Hours per week	20.10	20.90	21.50	22.10
	26 to 38 Hours per week	27.00	28.10	28.90	29.80

D. CHIN J, *Vice President*

Printed by the authority of the Industrial Registrar.

(1950) **SERIAL C10066**

PSYCHIATRY STAFF SPECIALISTS ATTRACTION AND RETENTION (STATE) INTERIM AWARD 2025

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(Case No. 76984 of 2025)

Before The Honourable Justice Chin 21 October 2025
The Honourable Justice Kite
Senior Commissioner Constant

AWARD

Arrangement

Clause No. Subject Matter

PART A

1. Title
2. Parties Bound
3. Area, Incidence and Duration
4. Definitions
5. Issue Resolution
6. Psychiatry Attraction and Retention Allowance

PART B

MONETARY RATES

Table 1 – Psychiatry Attraction and Retention Allowance

PART A

1. Title

This award is known as the Psychiatry Staff Specialists Attraction and Retention (State) Interim Award 2025.

2. Parties

The parties to this award are:

(a) the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales; and

(b) the Australian Salaried Medical Officers' Federation (New South Wales).

3. Area, Incidence and Duration

3.1 This award commences on 3 October 2025 and shall continue in force for a period of 12 months, unless varied or rescinded in accordance with section 17 of *the Industrial Relations Act* 1996 (NSW).

3.2 This award applies to Psychiatrist Staff Specialists, being employees who are:

(a) a Staff Specialist within the meaning of clause 2 of the *Staff Specialist (State) Award 2022*, and

(b) a Fellow of the Royal Australian and New Zealand College of Psychiatrists (RANZCP) employed by the Employer to work as a psychiatrist.

3.3 This award does not rescind or replace the *Staff Specialists (State) Award 2022* or the Health Secretary's Determination No 52 of 2024, but rather, provides an additional term and condition to Psychiatry Staff Specialists during the nominal term of this award.

4. Definitions

4.1 "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales.

4.2 "Level 1 Private Practice Allowance" means the allowance provided for at clause 2(b)(i)(2) of the *Staff Specialist Determination 2015*.

4.3 "Salary" means the salary set out in Part B of Schedule 1 of the *Staff Specialist (State) Award 2022*.

4.4 "Special Allowance" means the Special Allowance of 17.4 % of a Staff Specialist's Salary as set out in clause 4 of NSW Health Circular 90/39, as incorporated at clause 2(a)(ii) of the *Staff Specialist Determination 2015*.

4.5 "*Staff Specialists (State) Award 2022*" means the *Staff Specialists (State) Award 2022* (Code 470), as varied on 1 July 2023.

5. Issue Resolution

5.1 Any grievances and disputes arising between the parties or between the Employer and any employees covered under this award are dealt with in accordance with the Issue Resolution procedure prescribed under the *Staff Specialists (State) Award 2022*.

6. Psychiatry Attraction and Retention Allowance

6.1 From the first full pay period on or after 3 October 2025, for a period of 12 months, a Psychiatry Staff Specialist will be paid the Psychiatry Attraction and Retention Allowance.

6.2 The Psychiatry Attraction and Retention Allowance is a payment (the current FTE rate is prescribed for convenience in Part B of this Award) calculated as 10% of the sum of the Psychiatry Staff Specialist's:

(a) Salary;

(b) Special Allowance; and

(c) the Level 1 Private Practice Allowance.

6.3 The Psychiatry Attraction and Retention Allowance will be paid to Psychiatry Staff Specialists during their usual pay period each fortnight.

6.4 The Psychiatry Attraction and Retention Allowance will be payable during periods of paid absences on approved leave but will not be paid where the monetary value of leave is paid upon termination.

6.5 The Psychiatry Attraction and Retention Allowance is to be considered as salary for the purposes of superannuation.

PART B

MONETARY RATES

Table 1 – Psychiatry Attraction and Retention Allowance

Staff Specialist Award Level	Frequency	Psychiatry Attraction and Retention Allowance (ffppooa 3 October 2025) (1.0 FTE)
1	Annual	$26,238
2	Annual	$27,772
3	Annual	$29,305
4	Annual	$30,843
5	Annual	$32,378
Senior	Annual	$35,448
Post graduate fellow	Annual	$21,634

D. CHIN *J.*, *Vice President*
P. KITE *J.*, *Acting Judge*
N. CONSTANT, *Senior Commissioner*

Printed by the authority of the Industrial Registrar.

(1728) **SERIAL C10058**

WIN SPORTS AND ENTERTAINMENT CENTRES AUSTRALIAN WORKERS' UNION (STATE) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 274778 of 2024)

Before The Honourable Justice Chin, Vice President 19 September 2025

AWARD

ARRANGEMENT

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

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

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

PART A

ALL EMPLOYEES

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Intention
5.	No Extra Claims
6.	Application
7.	Period of Operation
8.	Terms of Engagement
9.	Rates of Pay
10.	Payment of Wages
11.	Superannuation and Salary Sacrificing
12.	Income Protection
13.	Training
14.	Meal Breaks and Allowances
15.	Annual Leave and Annual Leave Loading
16.	Long Service Leave
17.	Sick Leave
18.	Personal Carers Leave
19.	Bereavement Leave
20.	Time off in Lieu / Make up Time / Roster Days
21.	Parental Leave
21A.	Leave related to miscarriage and fertility treatment
22.	Leave for Matters arising from Domestic and Family Violence
23.	Leave for employees providing support to people experiencing domestic and family violence
24.	Jury Service
25.	Introduction of Change
26.	Classification Level and Salary Point

27. Disputes Procedure
28. Role of the Union
29. Consultative Committee
30. Anti-Discrimination
31. Secure Employment

PART B - GENERAL EMPLOYEES

32. Classifications
33. Termination of Employment
34. Hours of Work
35. Overtime and Time Off In Lieu
36. Meal Breaks and Allowances
37. First Aid Allowance
38. Public Holidays
39. Uniforms and Protective Clothing
40. Multi-Hiring

PART C - MANAGEMENT EMPLOYEES

41. Duties and Responsibilities
42. Remuneration
43. Provision of a Vehicle
44. Termination
45. Hours of Work
46. Confidentially
47. Professional Indemnity
48. Resources
49. Professional Development
50. Expenses

PART D - MONETARY RATES

Table 1 - Non-annualised Employees Rates of Pay
Table 2 - Casual Employees Rates of Pay
Table 3 - Annualised Employees Rates of Pay
Table 4 - Management Employees Rates of Pay
Table 5 - Other Rates and Allowances

PART A

ALL EMPLOYEES

1. Title

1.1 This award will be known as the WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2024.

2. Definitions

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

"Employee" means a person employed by the Venues NSW Staff Agency at the WIN Sports and Entertainment Centres on an ongoing full-time, ongoing part-time, temporary or casual basis.

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

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

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

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

"WSEC" means the WIN Sports and Entertainment Centres.

3. Parties

3.1 The parties to this award are:

a. Venues NSW

b. The Venues NSW Staff Agency

c. The Industrial Relations Secretary; and

d. The Australian Workers' Union, New South Wales (the Union).

4. Intention

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

5. No Extra Claims

5.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to the nominal expiry of the Award unilaterally made by a party to the Award unless otherwise agreed by the parties.

5.2 This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

Parties are not prevented from commencing any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

6. Application

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

7. Period of Operation

7.1 This award will come into effect from 1 July 2024 and remains in force for three years. This award rescinds and replaces the *WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2023* published 21 July 2023 (394 I.G. 838), and any variation thereof.

7.2 The award stands alone. All other agreements and awards are excluded from having any application to employees of the Venues NSW Staff Agency working for the WSEC while performing the work covered by the award.

8. Terms of Engagement

8.1 Employees under this Award will be engaged as Ongoing (full-time or part-time), Temporary or Casual employees as defined in Section 43 of the *Government Sector Employment Act* 2013.

8.2 Ongoing and temporary non-annualised full-time employees, will be paid the rate of pay for the appropriate skill level as set out in of Table 1 of Part D, Monetary Rates.

8.3 Ongoing and temporary annualised full-time employees will be paid the rate of pay for the appropriate skill level as set out in Table 3 of Part D, Monetary Rates. Ongoing and temporary annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Table 3 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in clause 33 of Part B, Overtime and Time off in Lieu.

8.4 Ongoing and temporary non-annualised part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the WSEC and the employee concerned, provided that such lesser hours are no fewer than 80 hours per month or 4 hours per shift.

8.5 Part-time non-annualised employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates. The provisions of subclause8.4 of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

8.6 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.

8.7 All employees may be requested to attend training. When employees have been rostered on or requested to attend for training there will be a minimum shift engagement of (2) hours per training engagement.

8.8 The WSEC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.

8.9 Despite any other provision of this Award, the WSEC is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

9. Rates of Pay

9.1 The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.

9.2 The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2, 3 and 4 of Part D attached hereto.

9.3 An employee will only be classified and paid at a higher level of skill if the WSEC has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.

9.4 An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

9.5 A non-annualised or annualised salaried employee who, during a single period of relief of 5 working days or greater, is required to perform the duties of a Manager and, in the opinion of the appropriate Agency Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that role will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management role.

9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief role an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

10. Payment of Wages

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

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

11. Superannuation and Salary Sacrificing

11.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act* 1992, the *Superannuation Guarantee Charge Act* 1992, the *Superannuation Industry (Supervision) Act* 1993, the *Superannuation (Resolution of Complaints) Act* 1993 and Section 124 of the *Industrial Relations Act* 1996 (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.

11.2 Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust), Australian Super, or HESTA (Health & Community Services Industry Fund) on a monthly basis on behalf of employees engaged under the provisions of this award.

SALARY SACRIFICE TO SUPERANNUATION

11.3 Notwithstanding the salaries as varied by Clause 9, Rates of Pay of this award an employee may elect, subject to the agreement of the WSEC, to sacrifice a portion of the salary payable under Clause 9 Rates of Pay of this award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 9, Rates of Pay of this award.

11.4 Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:

i. Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

ii. Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, will be calculated by reference to the salary which would have applied to the employee under Clause 9, Rates of Pay of this award in the absence of any salary sacrifice to superannuation made under this award.

11.5 Where an employee elects to salary sacrifice in terms of subclause 11.3 above, the WSEC will pay the sacrificed amount into the relevant superannuation fund.

12. Income Protection

12.1 All ongoing and temporary weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) will be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.

12.2 It is a term of this award that the WSEC will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of $4.00 up to a maximum of $8.00 per month, for regularly employed casuals (as defined).

13. Training

13.1 The WSEC acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.

13.2 No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.

13.3 The WSEC will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the WSEC will accept responsibility for arranging the training in all cases where the WSEC requests such training to meet staffing requirements.

13.4 The WSEC will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the WSEC as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.

13.5 An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

14. Meal Breaks and Allowances

14.1 Full-time and part-time employees

i. All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between five to six hours after the commencement of work (depending on the need of the WSEC). Each subsequent unpaid meal break of similar duration will be taken between five to six hours after the time of the previous meal.

14.2 Casual Employees

i. All casual employees who work for more than five consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the WSEC before six hours have elapsed. After each subsequent five-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.

ii. Casual employees who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the WSEC.

15. Annual Leave and Annual Leave Loading

15.1 The annual leave provisions will be governed by the *Annual Holidays Act* 1944 (NSW) as amended.

15.2 All ongoing and temporary employees will be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.

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

15.3 Ongoing and temporary employees engaged as General Employees under Tables 1 or 3 of Part D of this award will accrue at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.

15.4 Annual leave loading will be paid on a pro-rata basis on each occasion an employee takes annual leave in the leave loading year, except as provided for in subclause 15.9 of this clause, up to the maximum amount specified in subclause 15.3.

15.5 The taking of annual leave will as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.

15.6 Under no circumstances will annual leave be allowed to accrue above the entitlement for a period of two years.

15.7 No employee will be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imbursement of any additional expenses incurred by the employee as a consequence of such recall.

15.8 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

15.9 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16. Long Service Leave

16.1 Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act* 1955.

16.2 For continuous service post 1st September 2005, employees will accrue long service leave as follows:

a. Ten weeks paid leave after ten years' service, and thereafter,

b. Five weeks paid leave on the completion of each additional five years' service.

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

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

17. Sick Leave

17.1 A full time employee will be entitled to 10 days sick leave per year. Part-time employees will be entitled to a proportionate amount of sick leave.

17.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion will accumulate from year to year. Such accumulation will be limited to benefits up to a maximum of 100 days paid leave.

17.3 An employee will not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.

17.4 Where an employee is ill or incapacitated on a rostered day or shift off they will not be entitled to sick pay on that day nor will his/her entitlement to sick leave be reduced as a result of such illness or incapacity.

17.5 Where an employee is absent for more than one consecutive day, or more than three single days in a year, the employee will provide the employer with a doctor's certificate.

17.6 The employee, wherever possible, will, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

18. Personal Carers Leave

18.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.3.2 of this subclause, who need the employee's care and support, will be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 17, Sick Leave, of this Part for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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

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

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

18.3.2 The person concerned being:

a. a spouse of the employee, or

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

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

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

e. a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

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

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

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

18.4 An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give

prior notice of absence, the employee will notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purpose

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

19. Bereavement Leave

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

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

20.1 Time Off in Lieu of Payment of Overtime

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

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

20.1.3 If, having elected to take time as leave in accordance with paragraph 20.1.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the twelve (12) month period or on termination.

20.1.4 Where no election is made in accordance with the said paragraph 20.1.1, the employee will be paid overtime rates in accordance with the award.

20.2 Make-up Time

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

20.3 Rostered days off

20.3.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

20.3.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

20.3.3 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employer or employee.

20.3.4 Where a dispute may arise in respect of this subclause, the disputes procedure as provided for in clause 25 of this award will be followed.

21. Parental Leave

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

21.1 Definitions

21.1.1 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* 1975 (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.

21.2 Paid Parental Leave

21.2.1 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.

21.2.2 Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.

21.2.3 Pregnant employees may start Paid Parental Leave up to 9 weeks before their expected date of birth.

21.2. Employees who are eligible for paid parental leave in accordance with 21.2.1 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.

21.2.5 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.

21.2.6 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.

21.2.7 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.

21.2.8 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).

21.2.9 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 employer and employee should discuss alternative leave arrangements and/or a return-to-work date.

21.3 Unpaid Parental Leave

21.3.1 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.

21.3.2 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.

21.3.3 An employee on parental leave does not have to return to work to access a further period of parental leave.

21.3.4 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. 21.12.1.

21.4 Calculation of Paid Parental Leave

21.4.1 Paid Parental Leave including bonus parental leave is calculated at the employee's ordinary rate of pay at the time they take leave.

21.4.2 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.

21.4.3 A full-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.

21.4.4 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.

21.5 Concurrency of Paid Parental Leave

21.5.1 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 21.6.

21.6 Flexibility for taking Paid Parental Leave

21.6.1 An employee may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Agency Head will consider this request based on operational requirements and the employee's personal and family circumstances.

21.6.2 Employees in the same NSW Government Sector workplace may also request to take more than four weeks of parental leave concurrently.

21.6.3 The Agency Head may refuse a request on reasonable grounds based on the effect on the Department's workplace including but not limited to:

(a) that the new working arrangements requested would be too costly for the Department;

(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.

21.6.4 The Agency Head will consider and respond to the request in writing within 21 days.

21.6.5 If the Agency Head 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.

21.7 Other accrued leave in conjunction with parental leave

21.7.1 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.

21.7.2 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.

21.8 Pregnancy related illness and alternative duties

21.8.1 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.

21.8.2 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 Agency Head must consult with the employee and take all reasonable steps to arrange safer alternative duties or adjustments.

21.8.3 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.

21.8.4 If a pregnant employee gives the employer 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 Agency Head 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.

21.9 Further periods of parental leave

21.9.1 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.

21.9.2 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.

21.9.3 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.

21.10 Leave for a pre-term birth

21.10.1 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.

21.10.2 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.

21.10.3 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.

21.10.4 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 21.2 and clause 21.3.

21.10.5 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 21.2.

21.10.6 Employees cannot take paid Special Pre-Term Leave concurrently with any other form of leave.

21.10.7 When accessing paid Special Pre-Term Parental Leave, the employee must notify the Agency Head 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.

21.10.8 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.

21.11 Leave for a stillbirth

21.11.1 A employee who gives birth to a stillborn child has access to paid parental leave in accordance with clause 21.2 or may elect to take available sick leave.

21.11.2 Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

21.12 Leave prior to an adoption

21.12.1 In addition to the paid parental leave available at clause 21.2, 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.

21.12.2 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.

21.13 Right to request extension of unpaid parental leave and part-time return to work

21.13.1 To assist employees with parental responsibilities, an employee who has been granted parental leave in line with clause 21.2, Paid Parental Leave, can apply to the Agency Head 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).

21.13.2 An employee intending to apply to return from parental leave part time (in line with clause 21.13.1) must write to the Agency Head 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 Agency Head agrees.

21.13.3 The Agency Head will consider the request and the employee's circumstances and respond in writing. The Agency Head can only refuse the request on reasonable grounds based on the effect on the workplace or the Agency Head's business. This could include:

(a) that the new working arrangements requested would be too costly for the Department;

(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.

21.13.4 An employee on parental leave may change the period of leave once without the consent of the Department by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Agency Head.

21.13.5 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 Department agrees).

21.14 Returning to work

21.14.1 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.

21.14.2 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.

21.14.3 An employee does not have the right to their former role if they return to work part time. If the Agency Head 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.

21.15 Notice requirements

21.15.1 The Agency Head 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.

21.15.2 An employee who is an intended parent in an altruistic surrogacy arrangement must notify the Agency Head at least 8 weeks before the expected due date. The employee must give the Agency Head 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.

21.15.3 To access parental leave, an employee must give the Agency Head 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.

21.15.4 At least four weeks before the expected commencement of parental leave, the employee must advise the Agency Head of:

(a) the date they intend to start parental leave; and

(b) the date they expect to return to work.

21.15.5 Once an employee or their partner gives birth, they must notify the Agency Head of the date of birth as soon as convenient.

21.15.6 If an employee changes their intentions because of a pre-term birth or stillbirth, they must notify the Agency Head as soon as practicable.

21.15.7 Before and during Paid Parental Leave, an employee must notify the Agency Head of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

21.16 Evidence requirements

21.16.1 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 21.1.1(i). A copy of the legal order as defined in 21.1.1(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.

21.16.2 To access bonus paid parental leave Agency Head may require evidence of this such as:

(a) documents from the partner's employer; or

(b) a statutory declaration from the employee.

21.17 Communication requirements

21.17.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Agency Head 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.

21.17.2 The employee will take reasonable steps to inform the Agency Head 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.

21.17.3 The employee will notify the Agency Head of any changes to their address and contact details which may affect the Employer's capacity to comply with clause 21.17.1.

21A. Leave Related to Miscarriage and Fertility Treatment

21A.1 Leave for a miscarriage

21A.1.1 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.

21A.1.2 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.

21A.1.3 When accessing paid Special Miscarriage Leave, the employee must notify the Agency Head as soon as reasonably practicable of:

(a) the amount of leave required; and

(b) the anticipated date of return to duty.

21A.1.4 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.

21A.2 Leave for fertility treatment

21A.2.1 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.

21A.2.2 Special Fertility Treatment Leave does not accumulate, and employees may take it in:

(a) part days

(b) single days

(c) consecutive days.

21A.2.3 Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.

21A.2.4 When accessing paid Special Fertility Treatment Leave, the employee must notify the Agency Head as soon as is reasonably practicable of:

(a) the amount of leave required, and

(b) when they expect to return to work.

21A.2.5 To access paid Special Fertility Treatment Leave, the employee may need to provide a medical certificate that confirms the treatment.

22. Leave for Matters Arising from Domestic and Family Violence

22.1 Definitions

For the purpose of this clause:

a. "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.

b. 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.

c. 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.

d. 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) technology 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.

22.2 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.

22.3 Paid domestic and family violence leave is not pro-rata for part-time or casual employees.

22.4 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.

22.5 Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:

22.5.1 seeking safe accommodation or establishing safety;

22.5.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

22.5.3 attending court and other legal proceedings relating to their experience of domestic and family violence;

22.5.4 organising alternative care or education arrangements for their children or person(s) in their care;

22.5.5 other activities that will help them to establish safety and recover from their experience of domestic and family violence; or

22.5.6 any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.

22.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.

22.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.

22.8 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.

22.9 Evidence of the occurrence of domestic and family violence may include:

22.9.1 a document issued by the police, a court, a domestic violence support service or a member of the legal profession;

22.9.2 a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;

22.9.3 a medical certificate;

22.9.4 a statutory declaration by the employee experiencing domestic and family violence; or

22.9.5 any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.

22.10 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.

22.11 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.

22.11.1 Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.

22.11.2 Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.

22.12 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:

22.12.1 payslips,

22.12.2 he employee's personnel file, or

22.12.3 rosters.

22.13 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.

22.14 Employers must not take adverse action against an employee because they:

22.14.1 have experienced, or are experiencing, domestic and family violence;

22.14.2 use the paid domestic and family violence leave provisions; or

22.14.3 are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.

22.15 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.

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

23.1 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:

23.2 Personal Carers Leave (Clause 18); or

23.1 Bereavement Leave (Clause 19); or

23.2 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:

23.2.2 Clause 18 Personal Carers Leave

23.2.1 Clause 19 Family and Community Service Leave

23.3 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 subclause 18, 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.

23.4 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.

24. Jury Service

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

25. Introduction of Change

25.1 Where the WSEC has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the WSEC will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.

25.2 "Significant effects" include termination of employment, major changes in the composition of the WSEC workforce or in the skills required; the elimination or diminution of job opportunities, promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.

25.3 The WSEC will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause 25.1 of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.

25.4 The discussions will commence as early as practicable after a definite decision has been made by the WSEC to make the changes referred to in subclause 25.1 of this clause.

25.5 For the purpose of such discussion, the WSEC will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the WSEC will not be required to disclose confidential information, the disclosure of which would be contrary to the WSEC's interests.

26. Classification Level and Salary Point

26.1 The WSEC will provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a non-annualised or annualised employee.

26.2 An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.

264.3 Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

27. Disputes Procedure

27.1 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 Agency, if required.

27.2 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.

27.3 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.

27.4 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.

27.5 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.

27.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.

27.7 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.

27.8 An employee, at any stage, may request to be represented by the Union.

27.9 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.

27.10 The employee, Association, Union and the Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

27.11 Whilst the procedures outlined in subclauses 27.1 to 27.10 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.

28. Role of the Union

28.1 Union Commitment

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

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

28.1.1 Attendance at the work site.

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

28.1.2 Union/Employer Co-operation.

To facilitate union membership, the WSEC will:

a. Provide payroll deduction services for union fees. Such fees will be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;

b. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;

c. Provide the union with access to talk to all new employees at all induction training. In this regard the WSEC will organise such access for the union in a way which is conductive to the union being able to give a presentation to as small a group as practicable;

d. Ensure that all supervisors are trained in the provisions of the award and the employer's policy on union membership.

28.1.3 Role of the union delegate

a. For the purpose of the union conducting their business on a day-to-day basis, the WSEC will recognise duly elected/appointed union delegates.

b. Union delegates will be allowed reasonable time during work hours to interview the WSEC or the WSEC's representatives on matters affecting employees.

c. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.

d. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

28.14 Investigating Complaints

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

a. The representative discloses to the WSEC nominee the complaint which is to be investigated;

b. The representative conducts such investigations in the presence of the WSEC's Nominee;

c. The representative does not interfere with work proceeding in the workshop or plant;

d. The representative conducts themselves properly.

29. Consultative Committee

29.1 A consultative committee made up of management and the workplace union representatives will meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.

29.2 Minutes of each meeting will be kept and made available to the WSEC or the union if required.

30. Anti-Discrimination

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

30.2 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.

30.3 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.

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

a. any conduct or act which is specifically exempted from anti-discrimination legislation;

b. offering or providing junior rates of pay to persons under 21 years of age;

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

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

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

31. Secure Employment

31.1 Work Health and Safety

31.1.1 For the purposes of this subclause, the following definitions will apply:

(a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

(a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

(b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

31.2 Disputes Regarding the Application of this Clause

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

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

PART B

GENERAL EMPLOYEES

32. Classifications

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

32.2 Subject to subclause 32.1 of this clause, general employees will be advised in writing of their employment relating to the following classification structure:

32.3 LEVEL 1

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

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

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

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

32.4 LEVEL 2

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

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

i. Assist with the on-the-job training of Level 1 employees, to a limited degree;

ii. Exercise intermediate keyboard skills with instructions;

iii. Demonstrated ability to work from instructions or procedures;

iv. Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;

v. Demonstrated customer service skills;

vi. Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

vii. Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues

viii. Knowledge of safe handling procedures in regards to tools and chemicals

32.4.3 Indicative tasks for Level 2 will include but not be limited to:

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

32.5 LEVEL 3

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

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

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

32.5.4 Indicative tasks at this level would include:

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

32.6 LEVEL 4

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

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

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

32.7 Level 5

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

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

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

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

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

33. Termination of Employment

33.1 Employment may be terminated by either the WSEC or the employee at any time during the week by the giving of the following notice (except as provided by subclause 8.3 of Clause 8 Terms of Engagement of Part A, and subclause 33.6 of this clause):

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

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

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

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

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

33.5 Following a request from the terminated employee, the WSEC will provide a written statement of the period of employment and the type of work performed.

33.6 The WSEC may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.

33.7 The employment of a casual employee may be terminated by either the WSEC or the employee without the giving of notice. However, the WSEC will pay wages for the minimum period as set out in subclause 8.4 of Clause 8 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

34. Hours of Work

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

34.1 Hours of Work (Ongoing and Temporary Employees)

34.1.1 To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

a. A maximum of 76 ordinary hours will be worked in any one fortnightly period.

b. A maximum of 10 ordinary hours will be worked in any 24 hours period.

34.2 The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

34.3 Rosters (Ongoing and Temporary Employees)

34.3.1 Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days' notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days' notice has been given.

34.3.2 If a changed roster is advised with less than seven days but more than 48 hours' notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.

34.4 Rosters (Casual Employees)

34.4.1 Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours' notice they will be paid for half of the number of hours rostered originally.

35. Overtime and Time Off in Lieu

35.1 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday will be paid to a non-annualised full-time or part-time employee, in the following circumstances:

a. For all hours worked in excess of 10 per shift

b. For all hours worked in excess of 76 in a fourteen day cycle

35.2 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday will be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.

35.3 An employee who has worked between midnight and 6:00am (and has commenced work before 5:00 am), will be provided with a meal by the WSEC or be paid the amount as set out in Item 2 of Table 5 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.

35.4 Non-annualised employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off will be taken at the ordinary time rate, that is an hour for each hour worked.

35.5 Notwithstanding subclauses 35.1, 35.2 and 35.3 of this Clause, employees engaged as annualised employees will work hours and rosters to meet the needs of the business subject to the following:

a. Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours e.g. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty-eight (28) day cycle without the payment of overtime or time off in lieu.

b. All hours worked in excess of 172 hours per twenty-eight (28) day cycle (or pro-rata hours for part-time annualised employees) will be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee.

c. 'Overtime rates' in above paragraph 35.5 (b) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked.

d. The calculation of time 'worked' during each twenty-eight (28) day cycle includes hours away from the workplace on public holidays, annual leave and sick leave.

e. Employees may only accrue a maximum amount of 76 hours in time in lieu at any given time.

d. It is agreed by the parties that the annualised salaried employees will receive a 10-hour break between shifts wherever possible.

35.6 The employer will monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other employees or patrons of the WSEC.

36. Meal Breaks and Allowances

36.1 Employees who are required to work through a meal break will be paid at the rate of time and a half for the period when the meal break would have been taken.

36.2 All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

37. First Aid Allowance

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

38. Public Holidays

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

38.1.1 Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

38.1.2 Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.

38.2 Entitlement to paid absence on the Union Picnic Day will only apply to non-annualised and annualised employees who are members of the Union.

38.3 Any full-time or part-time employee who is required to work on a public holiday will be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees will receive double time and a half based on the ordinary hourly rate for the appropriate non-annualised classification.

38.4 Where the Picnic Day referred to in subclause 36.2 of this Clause falls on a bump-in, bump-out or an event day, the employer will organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

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 Part D Table 5, herein, will apply.

39.3 The WSEC commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.

39.4 The WSEC 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 WSEC will remain the property of the WSEC and will, upon demand be returned to the WSEC in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this subclause is complied with by the employee.

40. Multi-Hiring

40.1 Employees may be separately engaged as casual employees (whether they hold non-annualised roles or not) for duties in a separate section of the WSEC's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" will mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and will not apply to work where overtime would normally be performed.

40.2 An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.

40.3 The arrangements entered into under this clause will be mutually agreed and recorded in writing at the time.

PART C

MANAGEMENT EMPLOYEES

41. Duties and Responsibilities

41.1 The employee will:

41.1.1 Satisfactorily carry out the duties and responsibilities set out in the role description as provided to the employee upon commencement in that role;

41.1.2 take all necessary steps to meet the Performance Management Plan that will;

a. promote the best interests of the WSEC; and

b. perform all duties imposed by law.

41.2 The employee will assist in the implementation of decisions and policies of the WSEC.

41.3 It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the WSEC and the employee.

41.4 In addition, notwithstanding subclause 41.3 of this Part, if one of the Management Team leaves, or the business of the WSEC changes significantly, the WSEC reserves the right to vary the duties and responsibilities set out in the role description following consultation with the employee.

41.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

42. Remuneration

42.1 The employee 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 4 of Part D Monetary Rates.

42.2 The salary paid under subclause 42.1 of this clause is compensation for all hours worked, including work on public holidays and weekends.

42.3 Superannuation will be based on the employee's salary, excluding the provision of a motor vehicle.

43. Provision of a Vehicle

43.1 An employee may be provided with a vehicle as part of their employment.

43.2 Where a vehicle is supplied in accordance with this clause it will be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the WSEC), with fuel supplied, except when the employee uses the vehicle when on leave.

43.3 The WSEC agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

44. Termination

44.1 Where an employee is to be terminated, the following notice period will apply.

a. By the employee giving two (2) months' notice, with the Venue Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.

b. By the WSEC with one (1) month notice in writing or by the payment of one (1) month's pay in lieu of notice by the WSEC, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.

c. By the WSEC, without notice, if the employee commits any act that could entitle the WSEC to summarily dismiss the employee including:

i. any serious or persistent breach of any conditions of employment

ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the WSEC

iii. wilful neglect or disobedience in the discharge of the employee's duties to the WSEC

iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.

d. By the WSEC if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause will constitute a medical retirement and the WSEC may consider appropriate financial retirement arrangements.

44.2 Upon termination of employment, the employee will immediately return all property of the WSEC to the WSEC.

44.3 The provisions of Clause 25 Introduction of Change apply, notwithstanding the provisions of this Clause.

45. Hours of Work

45.1 The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.

45.2 Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the WSEC.

46. Confidentially

46.1 Confidentiality in respect to the WSEC's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the WSEC in a manner that would not be in the best interest of the WSEC.

46.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract will remain the property of the WSEC, unless agreed in writing with Venues NSW.

47. Professional Indemnity

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

48. Resources

48.1 The WSEC will ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the WSEC and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the role description.

48.2 These resources may include the provision of a mobile phone.

49. Professional Development

49.1 It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.

49.2 Where in pursuance of these aims, the employee is granted permission by the WSEC to attend a conference, seminar, short term study course or the like, the WSEC will meet all associated costs and will continue payment of full salary and benefits to the employee.

48. Expenses

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

PART D

MONETARY RATES

Table 1 - General Employees Non-Annualised Rates of Pay

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

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

Classification	Step	Ordinary Non-annualised Rate	FFPP –on or after 4 July 2024	FFPP –on or after 4 July 2025	FFPP –on or after 4 July 2026
		4 July 2023			
		$ Per Annum	+4% $ Per Annum	+3% $ Per Annum	+3% $ Per Annum
Level 1	1	46,855	48,729	50,191	51,697
Level 2	1	48,755	50,705	52,226	53,793
	2	49,349	51,323	52,863	54,449
	3	50,958	52,996	54,586	56,224
Level 3	1	52,446	54,544	56,180	57,866
	2	53,841	55,995	57,674	59,405
	3	56,333	58,586	60,344	62,154
Level 4	1	57,225	59,514	61,299	63,138
	2	59,324	61,697	63,548	65,454
	3	61,812	64,284	66,213	68,199
	4	68,570	71,313	73,452	75,656
	5	75,318	78,331	80,681	83,101
Level 5	1	81,753	85,023	87,574	90,201

	2	89,732	93,321	96,121	99,005
	3	96,712	100,580	103,598	106,706
	4	106,383	110,638	113,957	117,376
	5	117,024	121,705	125,356	129,117

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

Table 2 - Casual Employees Rates of Pay

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

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

Classification	Step	Ordinary Hourly Rate	FFPP on or after 4 July 2024	FFPP on or after 4 July 2026	FFPP on or after 4 July 2027
		4 July 2023			
		$ Per Hour	+34% $ Per Hour	+3% $ Per Hour	+3% $ Per Hour
Level 1	1	29.55	30.73	31.65	32.60
Level 2	1	30.73	31.96	32.92	33.91
	2	31.13	32.38	33.35	34.35
	3	32.29	33.58	34.59	35.63
Level 3	1	33.07	34.39	35.42	36.48
	2	33.94	35.30	36.36	37.45
	3	35.51	36.93	38.04	39.18
Level 4	1	36.10	37.54	38.67	39.83
	2	37.43	38.93	40.10	41.30
	3	38.96	40.52	41.74	42.99

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

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

JUNIOR RATES

Employees engaged as non-annualised employees or as casuals under the provisions of Table 1 or Table 2, above, who are less than 18 years of age 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.

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

Table 3 - Annualised Salary Employees Rates of Pay

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

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

Classification	Step	Salary per Annum	Salary per Annum	Salary per Annum	Salary per Annum
		4 July 2023	FFPP on or after 4 July 2024	FFPP on or after 4 July 2025	FFPP on or after 4 July 2026
		$	+4% $	+3% $	+3% $
Level 1		N/A	N/A		
Level 2	1	61,348	63,802	65,716	67,687
	2	62,100	64,584	66,522	68,517
	3	64,486	67,065	69,077	71,150
Level 3	1	65,990	68,630	70,688	72,809
	2	67,748	70,458	72,572	74,749
	3	70,884	73,719	75,931	78,209
Level 4	1	72,013	74,894	77,140	79,455
	2	74,647	77,633	79,962	82,361
	3	77,784	80,895	83,322	85,822
	4	86,280	89,731	92,423	95,196
	5	94,777	98,568	101,525	104,571
Level 5	1	102,876	106,991	110,201	113,507
	2	112,912	117,428	120,951	124,580
	3	121,694	126,562	130,359	134,269

Table 4 - Management Employees Rates of Pay

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

Level	Pay Point	Salary per Annum	Salary per Annum	Salary per Annum	Salary per Annum
		4 July 2023	FFPP on or after 4 July 2024	FFPP on or after 4 July 2025	FFPP on or after 4 July 2026
		$	+4% $	+3% $	+3% $
2	Maximum	159,941	166,339	171,329	176,469
	Minimum	140,915	146,552	150,948	155,477
1	Maximum	136,127	141,572	145,819	150,194
	Minimum	126,825	131,898	135,855	139,931

Table 5 - Other Rates and Allowances

		FFPP on or after 4 July 2024 +4%		FFPP on or after 4 July 2024 +3%		FFPP on or after 4 July 2024 +3%	
	Allowance	Ongoing/ temporary employee $	Casual employee $	Ongoing/ temporary employee $	Casual employee $	Ongoing/ temporary employee $	Casual employee $
1	Laundry Allowance	19.50 Per week	1.80 Per shift	19.59 Per week	1.80 Per shift	20.18 Per Week	1.85 Per shift
2	Meal Allowance	14.19	14.19	14.26	14.26	14.69	14.69
3	First Aid Allowance	3.66 Per shift	3.66 Per shift	3.68 Per shift	3.68 Per shift	3.79 Per shift	3.79 Per shift

4	Offensive Matter Cleaning Allowance	4.55 Per day	4.55 Per shift	4.58 Per day	4.58 Per shift	4.72 Per day	4.72 Per shift
5	Leading Hand Allowance						
	3 to 10 employees	48.55 Per week	1.53 Per hour	48.78 Per week	1.54 Per hour	50.24 Per Week	1.59 Per hour
	11 to 20 employees	57.65 Per week	1.89 Per hour	57.92 Per week	1.90 Per hour	59.66 Per week	1.96 Per hour
	More than 20 employees	69.15 Per week	2.27 Per hour	69.49 Per week	2.28 Per hour	71.57 Per week	2.35 Per hour

D. CHIN J, *Vice President*

Printed by the authority of the Industrial Registrar.

(061) **SERIAL C10037**

CROWN EMPLOYEES (POLICE OFFICERS - 2024) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 294273 of 2025)

Before Commissioner McRobert 12 September 2025

VARIATION

1. Delete clause 1, Arrangement, of the award published 9 May 2025 (397 I.G. 1238) and insert in lieu thereof the following:

PART A

1. Arrangement

Clause No. Subject Matter

PART A

SECTION 1 - GENERAL

1. Arrangement
2. No Further Claims
3. Definitions
4. Commitment to Professional and Ethical Conduct
5. Anti-Discrimination
6. Inspection of Award
7. Existing Privileges
8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
9. Deduction of Police Association of New South Wales Membership Fees
10. Travelling Allowances
11. Provision of Quarters
12. Remote Area - Living Allowances
13. Part Time Employment
14. Local Arrangements

SECTION 2 - LEAVE

15. Leave Generally
16. Applications for Leave
17. Annual Leave
18. Purchased Leave
19. Extended Leave
20. Sick Leave
21. Sick Leave to Care for a Family Member
22. Parental Leave
23. Leave for a stillbirth
24. Leave for a pre-term birth
25. Leave for a miscarriage
26. Leave for fertility treatment

27. Other accrued leave in conjunction with Parental Leave
28. Incremental Progression while on Parental Leave
29. Family and Community Service Leave
30. Leave Without Pay
31. Military Leave
32. Special Leave
33. Leave for Matters Arising from Domestic Violence

SECTION 3 - ASSOCIATION ACTIVITIES

34. Association Activities regarded as Special Leave
35. Association Activities Regarded as On Duty
36. Association Training Courses

SECTION 4 - NON-COMMISSIONED OFFICERS

37. Salaries (Other Than Detectives and Police Prosecutors)
38. Salaries (Detectives)
39. Salaries (Police Prosecutors)
40. Loading
41. Field Training Allowance
42. Special Duties Allowance
43. Forensic Services Group Expert Allowance
44. Regional Target Action Group (TAG)/Anti-Theft Unit Allowance
45. Tactical Operations Unit Allowance
46. Professional/Academic Qualification Allowance
47. Special Operations Allowance
48. On Call Allowances
49. Hours of Duty
50. Shift Allowance
51. Meals
52. Overtime
53. Recall to Duty
54. Court Attendance Between Shifts
55. Lockup Keepers' or Sole Detective's Recall
56. On Call Detectives Recall
57. On Call Telephone Recall (Other than Detectives)
58. Penalty Provisions Not Cumulative
59. Travelling Time
60. Time in Lieu of Payment of Travelling Time and Overtime
61. Relieving Duty
62. Allowance for Officers Relieving into a Detectives Position at Rank
63. Public Holidays
64. Competency Based Incremental Progression
65. Provision of Uniform
66. Air Travel
67. Lockers
68. Work of a Menial Nature

SECTION 5 - COMMISSIONED OFFICERS

69. Salaries
70. Hours of Duty
71. Fixed Term Appointment

72. Non-Renewal Benefit
73. Competency Based Incremental Progression
74. Relieving Duty
75. Travelling Time

SECTION 6 – DISPUTES/GRIEVANCE SETTLEMENT PROCEDURE

76. Disputes/Grievance Settlement Procedure

SECTION 7 – TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

77. Definitions
78. Eligibility for Entitlements under this Section
79. Officers Appointed under Section 66A of the Police Act
80. Special Remote Locations
81. Notice of Transfer
82. Transfer Leave
83. Cost of Temporary Accommodation
84. Excess Rent Assistance
85. Removal Costs
86. Storage of Furniture
87. Cost of Personal Transport
88. Compensation for Depreciation and Disturbance
89. Education of Children
90. Conveyancing and Other Costs
91. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees
92. Incidental Costs Upon Change of Residence
93. Relocation on Retirement
94. Existing Benefits

SECTION 8 - AREA, INCIDENCE AND DURATION

95. Area, Incidence and Duration

PART B - MONETARY RATES

Tables 1a and 1b - Non-Commissioned Officers' (other than Detectives and Police Prosecutors) Salaries
Tables 2a and 2b - Detectives' Salaries Tables 3a and 3b - Police Prosecutors Salaries
Tables 4a and 4b - Commissioned Officers' Salaries Table 5 - Travelling Allowance and Motor Vehicle Allowances
Table 6 - Remote Areas - Living Allowance Table 7 - Detectives' Special Allowance Table 8 - Prosecutors' Special Allowance
Table 9 - Special Duties Allowances (Non-Commissioned Officers)
Table 10 - Forensic Services Group Expert Allowance Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)
Table 12 - On-Call Allowances (Non-Commissioned Officers)
Table 13 - Meal Allowances (Non-Commissioned Officers) Table 14 - Stocking Allowance (Non-Commissioned Officers)

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)
Table 16 - Special Operations Allowance Table 17 - Tactical Operations Unit Allowance

2. Delete paragraph 8.13.5 of Clause 8, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

8.13.5 *Aware Super Act* 1992 No 100

3. Delete clauses 22 to 28 and insert in lieu thereof the following:

22. 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 officer who gave birth 2 weeks for an officer whose partner gave birth		14 weeks for the officer who gave birth 2 weeks for an officer whose partner gave birth
Requests to extend leave or return part time		52 weeks	52 weeks

22.1 Definitions

22.1.1 For the purpose of clauses 22, 23, 24, 25, 26, 27 and 28:

(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 officer's partner and lives with them on a genuine domestic basis but is not legally married to the officer.

(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 officer, officer's partner or officer's legal surrogate

(ii) For adoption-related leave, a child (or children) who the officer or the officer's partner will adopt and is not the officer or officer'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 officer or the officer'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 officer 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 officer 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* 1975 (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 officer 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.

22.2 Paid Parental Leave

22.2.1 Officers 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 officer is a legal surrogate and has or will have completed at least 40 weeks continuous service at the expected date of birth.

22.2.2 Paid Parental Leave must be taken within 24 months of the date of birth, adoption or altruistic surrogacy or ongoing placement.

22.2.3 Pregnant officers may start Paid Parental Leave up to 9 weeks before their expected date of birth.

22.2.4 Officers who are eligible for paid parental leave in accordance with 22.2.1 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.

22.2.5 Officers 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.

22.2.6 An officer 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.

22.2.7 A maximum of two officers/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 officers/employees (two intended parents and one surrogate are all employed in the NSW Government Sector) will be entitled to access Paid Parental Leave.

22.2.8 Where an officer 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 officer 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).

22.2.9 In the event that an ongoing placement arrangement ceases, and the officer no longer has responsibility for the care of the child/children, the officer must notify the Commissioner as soon as practicable. At the cessation of an ongoing placement, the remaining period of paid parental leave ceases. The Commissioner and officer should discuss alternative leave arrangements and/or a return-to-work date.

22.3 Unpaid Parental Leave

22.3.1 In addition, an officer is entitled to unpaid parental leave where:

(a) the officer, their partner or their legal surrogate gives birth; or the officer or their partner adopts; or the officer or their partner have a child placed in the care of the officer or their partner as part of an ongoing placement arrangement, and

(b) the officer 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 officer is a legal surrogate who gives birth.

22.3.2 Subject to this clause the officer shall be entitled to be granted unpaid parental leave as follows:

(a) For a pregnant officer, a period up to 9 weeks prior to the expected date of birth; and

(b) For all eligible officer's, a further period of up to 12 months after the actual date of birth, or

(c) A part time period or a combination of a full and part time periods of up to 2 years from the actual date of birth.

22.3.3 An officer on parental leave does not have to return to work to access a further period of parental leave.

22.3.4 Where an officer combines paid and unpaid parental leave, the total period of parental leave taken cannot exceed 12 months except where an officer has applied to extend their period of unpaid parental leave under clause 22.10.1.

22.4 Calculation of Paid Parental Leave

22.4.1 Paid Parental Leave including bonus parental leave is calculated at the officer's ordinary rate of pay at the time they take leave.

22.4.2 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.

22.4.3 A full-time officer 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.

22.4.4 An officer 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.

22.5 Concurrency of Paid Parental Leave

22.5.1 Officers /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, officers may take up to four weeks Paid Parental Leave concurrently with their partner. Officers may request to take more than four weeks Paid Parental Leave concurrently with their partner in accordance with clause 22.6.

22.6 Flexibility for taking Paid Parental Leave

22.6.1 An officer may request to use their Paid Parental Leave entitlement in ways other than a single continuous period. The Commissioner will consider this request based on operational requirements and the officer's personal and family circumstances.

22.6.2 Officers in the same workplace may also request to take more than four weeks of parental leave concurrently.

22.6.3 The Commissioner may refuse a request on reasonable grounds based on the effect on the NSW Police Force workplace including but not limited to:

(a) that the new working arrangements requested would be too costly for the NSW Police Force;

(b) that there is no capacity to change the working arrangements of other officers/employees to accommodate the new working arrangements requested;

(c) that it would be impractical to change the working arrangements of other officers/employees, or recruit new officers/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.

22.6.4 The Commissioner will consider and respond to the request in writing within 21 days.

22.6.5 If the Commissioner agrees to the officer'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.

22.7 Pregnancy related illness and alternative duties

22.7.1 A pregnant officer who is sick during their pregnancy may take available paid sick leave, accrued annual or extended leave, or sick leave without pay.

22.7.2 If a pregnant officer finds it difficult to perform their normal duties or there is a risk to their health or that of the unborn child, the Commissioner must consult with the officer and take all reasonable steps to arrange safer alternative duties or adjustments.

22.7.3 Safer alternative duties or adjustments include but are not limited to:

(a) having flexible working arrangements for when and where the officer performs their duties;

(b) changing duties temporarily;

(c) retraining;

(d) multiskilling;

(e) redesigning their role.

22.7.4 If a pregnant officer gives the employer evidence that the officer is fit for work, but that it is inadvisable for the officer to continue in the officer's normal duties, and safe alternative duties or adjustments cannot reasonably be provided, the Commissioner must grant the officer paid no safe job leave until the end of the risk period, end of the officer's pregnancy or expected commencement of parental leave, whichever is the earliest.

22.8 Further periods of parental leave

22.8.1 When an officer, their partner or their legal surrogate gives birth; or the officer or their partner adopts; or the officer or their partner have a child placed in the care of the officer or their partner as part of an ongoing placement arrangement while on parental leave, the officer is entitled to a further period of parental leave.

22.8.2 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.

22.8.3 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.

22.9 Leave prior to an adoption

22.9.1 In addition to the paid parental leave available at clause 22.2, an officer 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.

22.9.2 An officer may also use accrued leave entitlements or flexible working arrangements to attend interviews or examinations. This includes annual leave, extended leave and where applicable, family and community service leave.

22.10 Right to request extension of unpaid parental leave and part-time return to work

22.10.1 To assist officers with parental responsibilities, an officer who has been granted parental leave in line with clause 22.2, Paid Parental Leave, can apply to the Commissioner 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).

22.10.2 An officer intending to apply to return from parental leave part time (in line with clause 22.10.1) must write to the Commissioner as soon as practicable. An officer can give notice at any time up to four weeks before their proposed return or extension of leave, or later if the Commissioner agrees.

22.10.3 The Commissioner will consider the request and the officer's circumstances and respond in writing. The Commissioner can only refuse the request on reasonable grounds based on the effect on the workplace or the Commissioner's business. This could include:

(a) that the new working arrangements requested would be too costly for the NSW Police Force;

(b) that there is no capacity to change the working arrangements of other officers 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.

22.10.4 An officer on parental leave may change the period of leave once without the consent of the Commissioner by providing at least 14 days' notice in writing. Further changes may be made with the consent of the Commissioner.

22.10.5 An officer 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 Commissioner agrees).

22.11 Returning to work

22.11.1 An officer 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.

22.11.2 If the role occupied by the officer immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer will be appointed to a role of the same grade and classification as the officer's former position.

22.11.3 An officer does not have the right to their former role if they return to work part time. If the Commissioner approves an officer to return to work part time, the officer will be appointed to a role of the same grade and classification as their former role.

22.12 Notice requirements

22.12.1 The Commissioner must inform officers of their entitlements and obligations under this section when it is made aware that an officer 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.

22.12.2 An officer who is an intended parent in an altruistic surrogacy arrangement must notify the Commissioner at least 8 weeks before the expected due date. The officer must give the Commissioner 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.

22.12.3 To access parental leave, an officer must give the Commissioner 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 officer's role as carer of their child for the parental leave period.

22.12.4 At least four weeks before the expected commencement of parental leave, the officer must advise the Commissioner of:

(a) the date they intend to start parental leave; and

(b) the date they expect to return to work.

22.12.5 Once an officer or their partner gives birth, they must notify the Commissioner of the date of birth as soon as convenient.

22.12.6 If an officer changes their intentions because of a pre-term birth or stillbirth, they must notify the Commissioner as soon as practicable.

22.12.7 Before and during Paid Parental Leave, an officer must notify the Commissioner of any changes to their circumstances that might affect their eligibility for this leave as soon as possible.

22.13 Evidence requirements

22.13.1 To access Paid Parental Leave, the officer must provide evidence of the birth, adoption, altruistic surrogacy or ongoing placement arrangement:

(a) or 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 22.1.1(k). A copy of the legal order as defined in 22.1.1(h) (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.

22.13.2 To access bonus paid parental leave Commissioner may require evidence of this such as:

(a) documents from the partner's employer; or

(b) a statutory declaration from the officer.

22.14 Communication requirements

22.14.1 Where an officer is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner 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 officer held before commencing parental leave; and

(b) provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the role the officer held before commencing parental leave.

22.14.2 The officer will take reasonable steps to inform the Commissioner of any significant matter that will affect the officer'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.

22.14.3 The officer will notify the Commissioner of any changes to their address and contact details which may affect the Officer's capacity to comply with clause 22.14.1.

23. Leave for a Stillbirth

23.1 A officer who gives birth to a stillborn child has access to paid parental leave in accordance with clause 22.2 or may elect to take available sick leave.

23.2 Where an officer's partner gives birth to a stillborn child the officer can access two weeks Paid Parental Leave.

24. Leave for a Pre-Term Birth

24.1 When an officer 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.

24.2 An officer 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.

24.3 Paid Special Pre-Term Parental Leave starts from the date of the pre-term birth at full pay and the officer must take it in one continuous block up to the end of 36 weeks.

24.4 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 officer may commence parental leave in accordance with clause 22.2 and clause 22.3.

24.5 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 22.2.

24.6 Officers cannot take paid Special Pre-Term Leave concurrently with any other form of leave.

24.7 When accessing paid Special Pre-Term Parental Leave, the officer must notify the Commissioner 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 officers propose to take, have applied for, or will take.

24.8 To access paid Special Pre-Term Parental Leave, the officer 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

25. Leave for a Miscarriage

25.1 When an officer or their partner miscarries, the officer is entitled to one week of paid Special Miscarriage Leave on each occasion a pregnancy ceases by way of miscarriage.

25.2 Paid Special Miscarriage Leave starts from the date of miscarriage. The officer must take this leave in one continuous block before they can take any other leave.

25.3 When accessing paid Special Miscarriage Leave, the officer must notify the Commissioner as soon as reasonably practicable of:

(a) the amount of leave required; and

(b) the anticipated date of return to duty.

25.4 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.

26. Leave for Fertility Treatment

26.1 Officer's 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.

26.2 Special Fertility Treatment Leave does not accumulate, and officers may take it in:

(a) part day

(b) single day

(c) consecutive days.

26.3 Paid Special Fertility Treatment Leave is not available to the partner of the person undergoing fertility treatment.

26.4 When accessing paid Special Fertility Treatment Leave, the officer must notify the Commissioner as soon as is reasonably practicable of:

(a) the amount of leave required, and

(b) when they expect to return to work.

26.5 To access paid Special Fertility Treatment Leave, the officer may need to provide a medical certificate that confirms the treatment.

27. Other Accrued Leave in Conjunction with Parental Leave

27.1 An officer may take available annual leave or extended leave during the parental leave period as long as it does not extend the total period of parental leave.

27.2 An officer may take available annual leave at half pay with parental leave provided that:

(a) annual 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 annual leave at half pay;

(c) half of any period of parental leave in respect of which payment was made at the rate of half pay is to be counted as service for the purpose of accruing further recreation, extended and other leave.

27.3 For the purposes of accrual of leave by an officer:

(a) any period of parental leave in respect of which payment was made at the rate of full pay is to be counted as service, and

(b) half of any period of parental leave in respect of which payment was made at the rate of half pay is to be counted as service.

27.4 For the purposes of accrual of leave by an officer, any period of full-time parental leave without pay is not to be counted as service, except as provided by Clause 19.2.4 (c) Extended leave.

28. Incremental Progression While on Parental Leave

28.1 For the purpose of payment of any increment to an officer:

(a) a period of parental leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and

(c) a period of any full time parental leave without pay is not to be counted as service.

4. Delete the word "Year" and insert in lieu the word "Level" under Rank/Incremental Level of Sergeant and Senior Sergeant, of Table 1b in subclause 37.2 of clause 37, Salaries (Other Than Detectives and Police Prosecutors).

5. Delete the word "Year" and insert in lieu the word "Level" under Rank/Incremental Level of Table 2b Detective Salaries in subclauses 38.2 and 38.3 of clause 38, Salaries (Detectives).

6. Delete the word "Year" and insert in lieu the word "Level" under Rank/Incremental Level of Table 3b – Police Prosecutors Salaries in subclause 39.2 of clause 39, Salaries (Police Prosecutors).

7. Delete the word "Year" and insert in lieu the word "Level" under Incremental Level upon completion of the PEP of the table in subclause 39.3 of clause 39, Salaries (Police Prosecutors).

8. Delete the words " Sergeant 5th Year" and insert in lieu the words " Sergeant Level 5" in subclause 50.2 of clause 50, Shift Allowance.

9. Delete the words "1st Year" wherever appearing in clause 61, Relieving Duty, and insert in lieu the words "Level 1".

10. Delete subclauses 64.16 to 64.18 of clause 64, Competency Based Incremental Progression, and insert in lieu thereof the following:

64.16 Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant Level 3 and Senior Sergeant Level 2 will be based on;

64.16.1 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

64.16.2 Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.17 Detectives

In addition to the mandatory competency requirements contained within this clause Detectives will be required to satisfy the following for incremental progression;

64.17.1 Progression up to Detective Level 6

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

64.17.2 Progression beyond Detective Level 6

(a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.

(b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.17.3 Progression beyond Detective Sergeant Level 3 and Detective Senior Sergeant Level 2

(a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

64.18 Police Prosecutors

In addition to the mandatory competency requirements contained within this clause Police Prosecutors will be required to satisfy the following for incremental progression;

64.18.1 Progression beyond Police Prosecutor Level 6

(a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutors performance. For the purpose of this sub paragraph performance assessment will include, where appropriate, assessment of the Police Prosecutors role as a guide, mentor and trainer of less experienced Police Prosecutors.

(b) Completion of or, commitment to undertake or being prepared to undertake courses that raise skill level.

64.18.2 Progression beyond Police Prosecutor Sergeant Level 3 and Police Prosecutor Senior Sergeant Level 2

(a) Satisfaction of an agreed rigorous performance assessment regime including bi-annual and annual reviews of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Police Prosecutor Sergeant/Police Prosecutor Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Police Prosecutor Sergeant's/Police Prosecutor Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

(b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

11. Delete paragraph 65.11.2 of clause 65, Provision of Uniform, and insert in lieu thereof the following:

65.11.2 absent on leave without pay (including parental leave without pay); or

12. Delete the word "Year" and insert in lieu the word "Level" under Rank/Incremental Level of Table 4b in subclause 69.2 of clause 69, Salaries.

13. Replace the words "4th Year", "6th Year" and "5th Year" with the words "Level 4", "Level 6" and "Level 5" respectively in subparagraph 73.3.3(b) of clause 73, Competency Based Incremental Progression.

14. Remove the words " (1st Year)." in paragraph 74.3.1 of clause 74, Relieving Duty, and insert in lieu the words "(Level 1)."

15. Delete subclauses 77.2 to 77.4 of clause 77, Definitions, and insert in lieu thereof the following:

77.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Police District (PDs).

77.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;

77.3.1 Northern Region - all PDs except for the Hunter Valley PD, and Tabulam and Nimbin within the Richmond PD, and,

77.3.2 Southern Region - includes Wollongong PD, Lake Illawarra PD, Shoalhaven PD, Far South Coast PD and Queanbeyan within Monaro PD, and,

77.3.3 Desirable Commuter Locations, and,

77.3.4 Specialist Commands with Units located in the Locations outlined above

77.4 "Location" within the Metropolitan Area means duty at a Police Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Police District or duty in a working environment such as a Branch, Squad, Directorate or Command within the Police District.

16. Delete the word "Year" and insert in lieu the word "Level" under category Rank/Incremental Level in Tables 1b of Part B, Monetary Rates

17. Delete the word "Year" and insert in lieu the word "Level" under category Rank/Incremental Level in Tables 2b of Part B, Monetary Rates.

18. Delete Table 2b - Detective's Salaries, 1 July 2025 and insert in lieu thereof the following:

Table 2b - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2025 – 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
	Per Annum $	(+ Allowance Equivalent to Grade 3 Special Duties Allowance) Per Annum $	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance) Per Annum $
Detective Level 1	88,021	93,370	105,831
Detective Level 2	89,517	94,866	107,499
Detective Level 3	98,475	103,824	117,488
Detective Level 4	104,439	109,788	124,137
Detective Level 5	110,408	115,757	130,793
Detective Level 6	113,389	118,738	134,117
Detective Level 7	119,316	124,665	140,725
Detective Level 8	121,623	126,972	143,298
Detective Sergeant Level 1	122,340	127,689	144,097
Detective Sergeant Level 2	126,814	132,163	149,086
Detective Sergeant Level 3	129,800	135,149	152,415
Detective Sergeant Level 4	132,787	138,136	155,746
Detective Sergeant Level 5	134,275	139,624	157,405
Detective Senior Sergeant Level 1	137,255	142,604	160,727
Detective Senior Sergeant Level 2	139,439	144,788	163,162
Detective Senior Sergeant Level 3	141,622	146,971	165,597

19. Delete the word "Year" and insert in lieu the word "Level" under category Rank/Incremental Level in Tables 3b of Part B, Monetary Rates

20. Delete the word "Year" and insert in lieu the word "Level" under category Rank/Incremental Level in Tables 4b of Part B, Monetary Rates.

21. Delete Table 5 - Travelling Allowance and Motor Vehicle Allowances of Part B, Monetary Rates and insert in lieu the following:

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Effective 1 July 2024

Item 1

Capital Cities	Per Day $
Adelaide	323.00
Brisbane	346.00
Canberra	343.00
Darwin	385.00
Hobart	341.00
Melbourne	338.00
Perth	345.00
Sydney	388.00
High cost country centres	Per day $
Albany (WA)	358.00
Albury (NSW)	372.00
Alice Springs (NT)	371.00
Ararat (VIC)	324.00
Armidale (NSW)	331.00
Ayr (QLD)	372.00
Bairnsdale (VIC)	341.00
Ballarat (VIC)	352.00
Bathurst (NSW)	372.00
Bega (NSW)	372.00
Benalla (VIC)	333.00
Bendigo (VIC)	335.00
Bordertown (SA)	329.00
Bourke (NSW)	349.00
Bright (VIC)	345.00
Broken Hill (NSW)	327.00
Broome (WA)	420.00
Bunbury (WA)	343.00
Bundaberg (QLD)	349.00
Burnie (TAS)	343.00
Cairns (QLD)	340.00
Carnarvon (WA)	339.00
Castlemaine (VIC)	327.00
Ceduna (SA)	321.00
Charters Towers (QLD)	333.00
Chinchilla (QLD)	372.00
Christmas Island (WA)	383.00
Cobar (NSW)	372.00
Cocos (Keeling) Islands (WA)	496.00
Coffs Harbour (NSW)	372.00
Colac (Vic)	372.00
Cooma (NSW)	372.00
Cowra (NSW)	372.00
Dalby (QLD)	366.00

Dampier (WA)	364.00
Derby (WA)	357.00
Devonport (TAS)	327.00
Dubbo (NSW)	335.00
Echuca (Vic)	372.00
Emerald (QLD)	344.00
Esperance (WA)	345.00
Exmouth (WA)	400.00
Geelong (VIC)	340.00
Geraldton (WA)	355.00
Gladstone (QLD)	336.00
Gold Coast (QLD)	390.00
Goulburn (NSW)	330.00
Gosford (NSW)	326.00
Grafton (NSW)	337.00
Griffith (NSW)	325.00
Gunnedah (NSW)	345.00
Halls Creek (WA)	369.00
Hamilton (VIC)	335.00
Hervey Bay (QLD)	340.00
Horn Island (QLD)	510.00
Horsham (VIC)	331.00
Innisfail (QLD)	372.00
Inverell (NSW)	372.00
Jabiru (NT)	381.00
Kadina (SA)	372.00
Kalgoorlie (WA)	358.00
Karratha (WA)	453.00
Katherine (NT)	393.00
Kingaroy (QLD)	345.00
Kununurra (WA)	387.00
Launceston (TAS)	339.00
Lismore (NSW)	348.00
Mackay (QLD)	331.00
Maitland (NSW)	352.00
Maryborough (QLD)	372.00
Mildura (VIC)	335.00
Mount Gambier (SA)	329.00
Mount Isa (QLD)	350.00
Mudgee (NSW)	371.00
Muswellbrook (NSW)	325.00
Nambour (QLD)	328.00
Naracoorte (SA)	372.00
Narrabri (NSW)	372.00
Newcastle (NSW)	360.00
Newman (WA)	436.00
Nhulunbuy (NT)	429.00
Norfolk Island (NSW)	421.00
Northam (WA)	385.00
Nowra (NSW)	333.00
Orange (NSW)	380.00
Port Augusta (SA)	372.00
Port Hedland (WA)	431.00
Port Lincoln (SA)	335.00
Port Macquarie (NSW)	355.00
Port Pirie (SA)	372.00
Portland (VIC)	328.00
Queanbeyan (NSW)	372.00

Queenstown (Tas)	372.00
Renmark (SA)	372.00
Rockhampton (QLD)	339.00
Roma (QLD)	347.00
Sale (Vic)	372.00
Seymour (VIC)	329.00
Shepparton (VIC)	332.00
Swan Hill (VIC)	346.00
Tamworth (NSW)	372.00
Taree (NSW)	372.00
Tennant Creek (NT)	372.00
Thursday Island (QLD)	488.00
Toowoomba (QLD)	326.00
Thursday Island (QLD)	339.00
Townsville (QLD)	339.00
Tumut (NSW)	372.00
Wagga Wagga (NSW)	342.00
Wangaratta (VIC)	351.00
Warrnambool (VIC)	34000
Weipa (QLD)	403.00
Whyalla (SA)	332.00
Wilpena-Pound (SA)	437.00
Wodonga (Vic)	372.00
Wollongong (NSW)	347.00
Wonthaggi (VIC)	353.00
Yulara (NT)	735.00
Tier 2 Country Centres	Per day $
None listed for 2025-26	
Other Country centres	293.50

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations $24.50

Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	$
Breakfast	34.75
Lunch	39.10
Dinner	66.65

Tier 2 and other country centres

Breakfast	31.15
Lunch	35.55
Dinner	61.30

Item 4

Use of Private Motor Vehicle	Cents per kilometre $
Official Business	88.00
Casual Rate	35.00
Motor Cycle Allowance (50% of the official business rate)	44.00

22. Delete Table 6 - Remote Areas - Living Allowance of Part B, Monetary Rates, and insert in lieu the following:

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum $
Grade A	2,588
Grade B	3,433
Grade C	4,584

Item 2

Without Dependents	Per Annum $
Grade A	1,808
Grade B	2,325
Grade C	3,211

23. Delete Table 13 - Meal Allowances (Non-Commissioned Officers) of Part B, Monetary Rates and insert in lieu the following:

	$
Breakfast	38.65
Lunch	38.65

Dinner	38.65
Supper	14.10

24. Delete Table 16 - Special Operations Allowance of Part B, Monetary Rates and insert in lieu the following:

Table 16 - Special Operations Allowance

	Effective 1 July 2024
Senior Constable Level 3 (loaded hourly rate)	59.90
Incidental Allowance	24.50
Operations Allowance	10.00
Total	94.40

25. This variation will take effect on and from 12 September 2025.

A. McROBERT, *Commissioner*

Printed by the authority of the Industrial Registrar.

(008) **SERIAL C10064**

NSW AMBULANCE PARAMEDICS (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Secretary, NSW Ministry of Health.

(Case No. 78915 of 2024)

Before Commissioner McDonald 7 October 2025

VARIATION

1. Delete paragraph 5(b)(ii) of clause 5, Work Levels, of the award published 19 January 2024 (396 I.G. 438), and insert in lieu the following:

   (ii) Positions within Paramedic - Level 1 may include (but are not limited to):

   (1) Paramedic means an employee who is a registered paramedic and has successfully completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic and who is appointed to perform ambulance services;

   (2) VCCC Triage Clinician (Paramedic) - means an employee who is a registered paramedic and has successfully completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic and who is appointed to perform functions within the scope of their training and experience in the Virtual Clinical Care Centre or other virtual care setting.

2. Insert after 5(c)(ii)(1)(B) of clause 5, Work Levels, the following new subparagraph:

   (2) Triage Clinician (Paramedic Specialist) - means an employee who is a registered paramedic and who has successfully completed the requirements to be a Paramedic and who has completed the necessary and relevant training and work experience as determined by the employer to become a Paramedic Specialist and who is appointed to perform functions within the scope of their training and experience in the Virtual Clinical Care Centre or other virtual care settings.

3. Insert after 5(i)(ii)(1) of clause 5, Work Levels, the following new subparagraph:

   (2) VCCC Clinical Team Leader - means an employee who has successfully completed the requirements to be a Paramedic and who has successfully completed the requirements for and is appointed to a VCCC Clinical Team Leader position in the Virtual Clinical Care Centre."

4. This variation will take effect on and from 7 October 2025.

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

(687) **SERIAL C10043**

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 142250 of 2022)

Before Commissioner Muir 28 September 2022

AWARD

1. Insert after the Cartage Rates Schedules in the Arrangement of the Determination published 14 August 1992 (271 I.G. 78) the following new Schedule:

SCHEDULE 3 -Temporary Fuel Levy

2. Delete Schedule 1 of Annexure A and insert in lieu the following:

ANNEXURE A

CARTAGE RATES

SCHEDULE 1: QUANTITY/DISTANCE AND HOURLY HIRE RATES

Quantity/Distance + Hourly 2022			
Symbol	Item	Rate $	Unit
F.F	Flag Fall	4.769	Per Tonne
A		0.281	Per Tonne
B		0.259	Per Tonne
C		0.247	Per Tonne
D		0.214	Per Tonne
E		0.202	Per Tonne
F		0.191	Per Tonne
G		0.180	Per Tonne
H	Large Material	1.440	Per Tonne
I	Large Material 600+ material	2.429	Per Tonne
Quantity/Distance + Hourly 2019			
Symbol	Item	Rate $	Unit
F.F	Flag Fall	4.476	Per Tonne
A		0.264	Per Tonne
B		0.243	Per Tonne
C		0.232	Per Tonne
D		0.201	Per Tonne
E		0.190	Per Tonne
F		0.179	Per Tonne
G		0.169	Per Tonne
H	Large Material	1.351	Per Tonne
I	Large Material 600+ material	2.280	Per Tonne
External Hourly Rates 2022			
J	2 Axle Vehicle	65.70	Per Hour
K	3 Axle Vehicle	79.04	Per Hour

L	4 Axle Vehicle	91.68	Per Hour
M	5 Axle Vehicle	118.13	Per Hour
N	6 Axle Vehicle	124.94	Per Hour
External Hourly Rates 2019			
J	2 Axle Vehicle	61.68	Per Hour
K	3 Axle Vehicle	74.20	Per Hour
L	4 Axle Vehicle	86.07	Per Hour
M	5 Axle Vehicle	110.89	Per Hour
N	6 Axle Vehicle	117.28	Per Hour
Internal Hourly Rates 2022			
O	2 Axle Vehicle	86.90	Per Hour
P	3 Axle Vehicle	90.93	Per Hour
Q	4 Axle Vehicle	105.43	Per Hour
R	5 Axle Vehicle	135.88	Per Hour
S	6 Axle Vehicle	141.75	Per Hour
Internal Hourly Rates 2019			
O	2 Axle Vehicle	81.58	Per Hour
P	3 Axle Vehicle	85.36	Per Hour
Q	4 Axle Vehicle	98.97	Per Hour
R	5 Axle Vehicle	127.56	Per Hour
S	6 Axle Vehicle	133.07	Per Hour

3. Insert after Schedule 2 of Annexure A the following new Schedule 3:

SCHEDULE 3: TEMPORARY FUEL LEVY

1. APPLICATION

1.1 This Part applies to all Contracts of Carriage performed on or after 1 October 2022.

2. BACKGROUNO

2.1 This Part was introduced by the IRC in Matter No. 2022/142250 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.

3. THE SURCHARGE

3.1 ln addition to any amounts set out in this Determination or the Transport Industry- Quarried Material, &c., Carriers Contract Interim Determination (Interim Determination), a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Levy).

3.2 The Temporary Fuel Levy shall be paid as a percentage of the total amounts payable to the Contract Carrier under this Determination and/or the Interim Determination.

3.3 For Contracts of Carriage performed on or after 1 October 2022, the Temporary Fuel Levy shall be 7.48%.

4. REVIEW

4.1 The Temporary Fuel Levy shall be reviewed on a monthly basis, subject to an application being made to the IRC.

4.2 The Temporary Fuel Levy shall be calculated by applying the following formula:

$$((x-y) / y) * z$$

where:

x = 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, inclusive of GST;

y = 143.64 (being the current index price of fuel as set out in Annexure B); and

z = 0.1973353, being the weighting applied to the fuel component as set out in Annexure B).

4.3 The Temporary Fuel Levy shall be rounded to one decimal place.

4.4 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.

4.5 The revised Temporary Fuel Levy will apply from the first day of the following calendar month.

4.6 As the Temporary Fuel Levy responds to fluctuations in fuel prices, it may increase or decrease from time to time.

5. OTHER PROVISIONS

5.1 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 and/or Interim Determination.

5.2 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 costs.

4. Delete subclause 7(4) of Schedule 1 of Annexure B and insert in lieu the following:

(4) The fuel index, reflecting current rates is 148.6 cents. This is inclusive of GST.

5. Delete Schedule 2 of Annexure B and insert in lieu the following:

SCHEDULE2: COSTCOMPONENTFORMULA

Component	Weighting
Wages including Maintenance Labour	36.48536
Fuel and Oil	19.73353
Repair Parts	12.74955'
Tyres	4.19418
Depreciation	7.75719
Rego	3.11910
Other Fixed Costs	15.96109
TOTAL	100

6. Delete Schedule 3 of Annexure B and insert in lieu the following:

SCHEDULE 3: BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components.

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Road Transport and Distribution Award 2020	$875.70	Road Transport and Distribution Award 2020 - Rate for a Grade 5 employee
Fuel	AIP NSW State weekly average for the retail price of diesel as at 24/02/2019 (in cents, inclusive of GST)	148.60	http://www.aip.com.au/pricinglretail/diesel/.index.html
Repair Parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	123.4	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2022
Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	123.4	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2022
Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicles	105.5	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2022
Registration	TransEco Road Freight Cost Indices - Shorthaul Cost Changes (inc Tolls), Rego contribution	12.83	TransEco Road Freight Cost Indices Volume 29 No. 1 March 2022, December 2021 Quarter
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	123.7	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2022

7. This variation will take effect on 28 September 2022.

C. MUIR, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1880) **SERIAL C10042**

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS INTERIM CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 253075 of 2022)

Before Commissioner Muir 28 September 2022

DETERMINATION

1. Delete Annexure A of the contract determination published 8 February 2008 (364 I.G. 1162) and insert in lieu the following:

ANNEXURE A

SCHEDULE lA

VEHICLES WITH A GCM OF 42.5 TONNES CARTAGE RATES QUANTITY I DISTANCE RATES

Quantity/Distance Rates 2022			
Symbol	Item	Rate $	Unit
F.F	Flag Fall	3.576	Per Tonne
A		0.211	Per Tonne
B		0.194	Per Tonne
C		0.186	Per Tonne
D		0.160	Per Tonne
E		0.152	Per Tonne
F		0.143	Per Tonne
G		0.135	Per Tonne
H	Large Material	1.080	Per Tonne
1	Large Material 600+ material	1.822	Per Tonne

Notation: The cartage rates above have been calculated by applying the following percentages to the rates in Schedule 1 of Annexure A of the TIQMCD:

Schedule 1A - 75%

SCHEDULE lB

VEHICLES WITHA GCM OF 48 TOJ\'NES CARTAGE RATES QUANTITY/ DISTANCE RATES

Quantity/Distance Rates 2022			
Symbol	Item	Rate $	Unit
F.F	Flag Fall	3.338	Per Tonne
A		0.197	Per Tonne
B		0.181	Per Tonne
C		0.173	Per Tonne
D		0.150	Per Tonne
E		0.142	Per Tonne
F		0.134	Per Tonne
G		0.126	Per Tonne

H	Large Material	1.008	Per Tonne
I	Large Material 600+ material	1.701	Per Tonne

Notation: The cartage rates above have been calculated by applying the following percentages to the rates in Schedule 1 of Annexure A of the TIQMCD:

Schedule lB - 70%

2. This variation will take effect on 28 September 2022.

C. MUIR, *Commissioner*

Printed by the authority of the Industrial Registrar.

(105) **SERIAL C10063**

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 14 October 2025

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 20 October 2025 and 16 November 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	$0.15
Rigid-carrying capacity over 14 tonnes or more	$0.19
Single Axle Prime Mover	$0.19
Bogie Axle Prime Mover	$0.23

For pay periods commencing between 22 September 2025 and 19 October 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	$0.15
Rigid-carrying capacity over 14 tonnes or more	$0.19
Single Axle Prime Mover	$0.19
Bogie Axle Prime Mover	$0.23

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 20 October 2025 and 16 November 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	$2.10
Rigid-carrying capacity over 10 and including 12 tonnes	$2.10
Rigid-carrying capacity over 12 and including 14 tonnes	$2.10
Rigid-carrying capacity over 14 tonnes or more	$2.69
Single Axle Prime Mover	$2.70
Bogie Axle Prime Mover	$3.28

For pay periods commencing between 22 September 2025 and 19 October 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	$2.09
Rigid-carrying capacity over 14 tonnes or more	$2.68
Single Axle Prime Mover	$2.69
Bogie Axle Prime Mover	$3.26

3. This variation will take effect on 20 October 2025.

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.