

LAND REGISTRY SERVICES

Copied State Awards 2017

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Employment Guarantee: 30 June 2021

Nominal Expiry Date: 30 June 2022

LAND REGISTRY SERVICES

Copied State Awards 2017

The following Copied State Awards apply to employees who transferred from *Land and Property Information* to *NSW Land Registry Services* on 1 July 2017

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DFSI Flexible Working Hours Agreement 2016	P.147

CPSU NSW represents all employees performing work that transferred to the NSW Land Registry Services. This includes staff who transferred from DFSI and new employees doing the work that transferred.

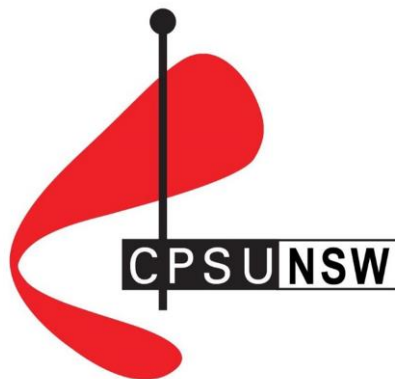
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(1310)

SERIAL C8621

CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006166)

Before Commissioner Stanton

24 August 2016

REVIEWED AWARD

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Clause No. Subject Matter

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2. Title

This award shall be known as the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

3. Definitions

- 3.1 Act means the *Government Sector Employment Act 2013*.
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 51 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.
- 3.4 Approved Course means a course relevant to the employment of the employee in the Department or the public service and approved by the Agency Head.
- 3.5 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.6 At the convenience of means the operational requirements permit the employee's release from duty or that satisfactory arrangements are able to be made for the performance of the employee's duties during the absence.
- 3.7 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.8 Birth means the birth of a child and includes stillbirth.
- 3.9 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.10 Casual Employee means any employee engaged in terms of Part 4, Division 5, Section 43 Kinds of employment of the *Government Sector Employment Act 2013* and any Regulations, Rules or guidelines issued thereof or as amended from time to time.
- 3.11 Contract hours for the day for a full time employee, means one fifth of the full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Daily span of hours means, for an employee required to work standard hours, the full time standard hours defined in this award. For an employee required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the employee and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.14 Day worker means an employee, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.15 Department means a Department specified in Schedule 1, Part 1, to the Act.
- 3.16 Department Head means in the case of a Department, the Secretary of a Department, or in any other case, the head of the agency listed in Part 2 or 3 of Schedule 1, to the Act.
- 3.17 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.18 Employee means a person employed in ongoing employment or temporary employment as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time employees. For

the purposes of maternity leave, as set out in clause 75, Parental Leave of this award, employee means a female employee.

- 3.19 Expected date of birth, in relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the employee to give birth as a result of the pregnancy.
- 3.20 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Part 2, Division 3, Clause 16 to the *Government Sector Employment Regulation 2014*, as amended from time to time.
- 3.21 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.22 Flexible working hours debit means the contract hours not worked by an employee and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.23 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables employees, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.24 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Industrial Relations Secretary, Unions NSW and affiliated unions which enables employees to rearrange their work pattern.
- 3.25 Flex leave means a period of leave available to be taken by an employee as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.
- 3.26 Full day means the standard full time contract hours for the day, i.e. seven or eight hours depending on the classification of the employee.
- 3.27 Full pay or half pay means the employee's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.28 Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.
- 3.29 Full-time employee means an employee whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the role classification.
- 3.30 Full-time role means a role which is occupied, or if not for being vacant, would be occupied, by a full-time employee.
- 3.31 Half day means half the standard contract hours for the day.
- 3.32 Headquarters means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 3.33 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.34 Local Arrangement means an agreement reached at the organisational level between the Department Head or Secretary and the Association in terms of clause 10, Local Arrangements of this award.
- 3.35 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.36 Normal hours of duty means:

for an employee working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for an employee working under a flexible working hours scheme or local arrangement negotiated under clause 10, Local Arrangements - the hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

- 3.37 Normal work means, for the purposes of subclause 9.11 of clause 9, Grievance and Dispute Settling Procedures 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.
- 3.38 Official overseas travel means authorised travel out of Australia by an employee where the employee proceeds overseas on official business.
- 3.39 On duty means the time required to be worked for the Department. For the purposes of clause 53, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Department to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.40 On loan means an arrangement between the Department and the Association where an employee is given leave of absence from the workplace to take up employment with the employee's Association for a specified period of time during which the Association is required to reimburse the Department for the employee's salary and associated on-costs.
- 3.41 On special leave means the employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.42 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the *Crown Employees (Public Sector - Salaries 2016) Award*, or any replacement of that award, calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.43 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the employee's ordinary hours of duty.
- 3.44 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours an employee works in a part-time role or under a part-time arrangement.
- 3.45 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.46 Part-time role means a designated part-time role and, unless otherwise specified, includes any role which is filled on a part-time basis.
- 3.47 Part-time employee means an employee whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.
- 3.48 Prescribed ceasing time means, for an employee working standard hours, the conclusion of daily standard hours for that employee. For an employee working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that employee.
- 3.49 Prescribed starting time means, for an employee not working under a flexible working hours scheme, the commencement of standard daily hours of that employee. For an employee working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that employee.

- 3.50 Public holiday means a day declared under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 3.51 Public service means the Public Service of New South Wales referred to in Part 4 of the Act.
- 3.52 Recall to duty means those occasions when an employee is directed to return to duty outside the employee's ordinary hours or outside the bandwidth in the case of an employee working under a flexible working hours scheme.
- 3.53 Relief employee means an employee employed on a temporary basis to provide relief in a role until the return from authorised leave of the assigned occupant or in a vacant role until it is filled.
- 3.54 Residence, in relation to an employee, means the ordinary and permanent place of abode of the employee.
- 3.55 Rostered Day Off means, for the purposes of clause 22, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.56 Seasonal employee means an employee employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by employees already employed in the Department and which, because of their seasonal nature, do not justify employment of employees on a long-term basis.
- 3.57 Secondment means an arrangement agreed to by the Department Head, the employee and another public service Department, a government sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are to comply with Part 5, Section 64 Employee transfers and secondments and Section 65 Cross-Agency Employment of the Act.
- 3.58 Secretary means the Industrial Relations Secretary, as established under Part 4, Division 6 of the Act.
- 3.59 Shift worker - Continuous Shifts means an employee engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.
- 3.60 Shift worker - Non-continuous Shifts means an employee who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.61 Short leave means the leave which was available to be granted to an employee in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.
- 3.62 Standard hours are set and regular hours of operation as determined by the Secretary, or by the Department Head in accordance with any direction of the Secretary. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.63 Standby means an instruction given by the Department Head to an employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.64 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Department and/or the public service.
- 3.65 Study Time means the time allowed off from normal duties on full pay to an employee who is studying a part-time course which is of relevance to the Department and/or the public service.
- 3.66 Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

- 3.67 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.
- 3.68 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.69 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.70 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or employees placed on loan to the Association for an agreed period of time.
- 3.71 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.
- 3.72 Workplace Management means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Parties to the Award

The parties to this award are:

Industrial Relations Secretary, and

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

5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by the Industrial Relations Secretary and the Association.

6. Coverage

With effect from 24 February 2014, the provisions of this award shall apply to 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.

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.

7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of those employees 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, as per Clause 6 above, to encourage the consultative processes at the service-wide and the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of Agency work requirements, are not forfeited.

8. Work Environment

- 8.1 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:
- 8.1.1 the development of policies and guidelines for the New South Wales Public Service and, as and when appropriate for individual organisations, on Work Health, Safety and Rehabilitation;
 - 8.1.2 assisting to achieve the objectives of the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* by establishing agreed Work Health and Safety consultative arrangements in Government organisations and or/work premises; 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 within a Government organisation to achieve these objectives;
 - 8.1.3 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;
 - 8.1.4 developing strategies to assist the rehabilitation of injured employees;
 - 8.1.5 directly involving the appropriate Department Head in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The NSW Public Service is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 8.3 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*. Management and employees are required to refrain from, or being party to, any form of harassment in the workplace.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department or Agency, if required.
- 9.2 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.
- 9.3 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 Department Head or delegate.
- 9.4 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 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 shall 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 Department Head.
- 9.6 The Department Head may refer the matter to the Secretary for consideration.
- 9.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.

- 9.9 The employee or the Association on their behalf or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Department Head and the Association in respect of the whole Department or part of a Department in relation to any matter contained in the award.
- 10.2 All local arrangements negotiated between the Department Head and the Association must:
- 10.2.1 be approved by the Secretary; and
 - 10.2.2 be approved in writing by the General Secretary of the Association; and
 - 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
 - 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 24, Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 21, Flexible Working Hours of this award shall apply.
- 10.4 Attendance and the accrual of flexible working hours credit – An employee may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where an employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

11. Working Hours

- 11.1 The working hours of employees and the manner of their recording, shall be as determined from time to time by the Department Head in accordance with any direction of the Secretary. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- 11.2 The employee in charge of a division or branch of a Department will be responsible to the Department Head for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The Department Head may require an employee to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the employee to be required to do so. An

employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- 11.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to the employee's health and safety,
 - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 11.3.4 the notice (if any) given by the Department Head regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The Department Head shall ensure that all employees employed in the Department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

12. Casual Employment

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
 - 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
 - 12.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role.
- 12.3 Rate of Pay
- 12.3.1 A casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
 - 12.3.2 A casual employee shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

12.3.3 A casual employee shall also receive a 1/12th loading in lieu of annual leave.

12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

12.4 Overtime

12.4.1 A casual employee shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under clause 10 of this award, covering the particular class of work or are required by the usual work pattern of the role; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this award.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 90, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

12.5.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

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

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

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

12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

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

12.6.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

12.7 Bereavement entitlements for casual employees

12.7.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

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

12.7.3 A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

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

12.8 Application of other clauses of this Award to casual employees

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

- 11 Working Hours
- 16 Variation of Hours

17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-24	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
43	Room at Home Used as Office
44	Semi-Official Telephones
53-59	relating to Trade Union activities
63	Travelling and other costs of Trade Union Delegates
67	Leave - General Provisions
69-84	relating to the various Leave provisions
86	Study Assistance
87	Shift Work
88-89	relating to Overtime
91-92	relating to Recall to Duty, On-Call and Stand-by Arrangements
96	Payment for Overtime or Leave in Lieu
97	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

13. Part-Time Employment

13.1 General

13.1.1 This clause shall only apply to part-time employees whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the relevant Department Head. Part-time work may be undertaken in a part-time role or under a part-time arrangement.

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

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

13.1.5 Before commencing part-time work, the Department Head and the employee must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
- (c) the classification applying to the work to be performed;

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

13.1.7 Incremental progression for part-time employees is the same as for full time staff members, that is, part-time staff members receive an increment annually.

13.2 Additional hours

13.2.1 An employer may request, but not require, a part-time employee to work additional hours. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
- (b) if working under a Flexible Working Hours scheme under clause 21 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 95, Rate of Payment for Overtime of this award.

14. Morning and Afternoon Breaks

Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

15. Meal Breaks

15.1 Meal breaks must be given to and taken by employees. No employee shall be required to work continuously for more than 5 hours without a meal break, provided that:-

15.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the employee agrees. If the employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

15.1.2 where the nature of the work of an employee or a group of employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

15A. Lactation Breaks

15A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

15A.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

15A.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

15A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

15A.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

15A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

15A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

- 15A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours of this award, where applicable.

16. Variation of Hours

- 16.1 If the Department Head is satisfied that an employee is unable to comply with the general hours operating in the Department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 16.1.1 the variation does not adversely affect the operational requirements;
 - 16.1.2 there is no reduction in the total number of daily hours to be worked;
 - 16.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - 16.1.4 a lunch break of one hour is available to the employee, unless the employee elects to reduce the break to not less than 30 minutes;
 - 16.1.5 no overtime or meal allowance payments are made to the employee, as a result of an agreement to vary the hours;
 - 16.1.6 ongoing arrangements are documented; and
 - 16.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

17. Natural Emergencies and Major Transport Disruptions

- 17.1 An employee prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or
 - 17.1.2 negotiate an alternative working location with the Department; and/or
 - 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

18. Notification of Absence from Duty

- 18.1 If an employee is to be absent from duty, other than on authorised leave, the employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 18.2 If an employee is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the employee's pay.

19. Public Holidays

- 19.1 Unless directed to attend for duty by the Department Head, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or

19.1.2 a local holiday in that part of the State at or from which the employee performs duty; or

19.1.3 a day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.

19.2 An employee required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.

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

20. Standard Working Hours

20.1 Standard hours are set and regular with an hour for lunch and, if worked by the employee under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.

20.2 Urgent Personal Business - Where an employee requires to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.

20.3 Late Attendance - If an employee is late for work, the employee must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause 20.4 of this clause.

20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the employee and the Department Head.

21. Flexible Working Hours

21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

21.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 21.1 of this clause, a flexible working hours scheme in terms of this subclause may operate in a Department or a section of a Department, subject to operational requirements, as determined by the Department Head.

21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a Department, shall be extended to an employee working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to an employee working under a part time work arrangement.

21.4 Exclusions - Flexible working hours shall not apply to employees who work:

21.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or

21.4.2 permanent standard hours; or

21.4.3 according to a shift roster.

21.5 Attendance – An employee's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.

- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- 21.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit – an employee may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the employee and their supervisor. If it appears that the employee may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and employee shall develop a strategy to ensure that the employee does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this award:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the employee elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on an employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation.
- 21.14 Cessation of duty – An employee may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the employee's services terminate without a period of notice for reasons other than misconduct; or

- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or
- 21.14.3 In such other circumstances as have been negotiated between the Department Head and the Association under a local arrangement in terms of clause 10, Local Arrangements of this award.
- 21.14.4 Prior to an employee's last day of service the employee and supervisor shall ensure that the employee does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where an employee ceases duty in the Department in order to take up employment in another public service or government sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 An employee may take off one full day or two half days in a settlement period of 4 weeks.
- 21.16.2 Where it appears an employee may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this award.
- 21.17 Absence during coretime - Where an employee needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 68, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the employee to work standard hours and not flexible hours:
- 21.18.1 where the Department Head decides that the working of flexible hours by an employee or employees does not suit the operational requirements of the Department or section of the Department, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of an employee who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Employees who work under a flexible working hours scheme may be granted, subject to the convenience of the Department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

22. Rostered Days Off for 38 Hour Week Workers

- 22.1 The provisions of this clause apply only to those employees who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 22.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 22.2.1 Except as provided in paragraph 22.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.

- 22.2.2 Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the employee resumes duty.
- 22.2.3 Exception - Notwithstanding the provisions of paragraph 22.2.22 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 22.3 In the event of unforeseen circumstances or the Department's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 22.4 Where seasonal or school vacation considerations affect Departmental operations, rostered days off may be accrued and taken during a less active period.
- 22.5 A rostered day off is not to be re-credited if the employee is ill or incapacitated on a rostered day off.
- 22.6 Payment of above level allowances is not to be made to another employee for undertaking some or all of the duties of the employee who is absent on a rostered day off.

23. Non-Compliance

In the event of any persistent failure by an employee to comply with the hours of duty required to be worked, the Department Head shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to the provisions under clause 13 of the Government Sector Employment Regulation 2014.

24. Flexible Work Practices

- 24.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 24.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

25. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the *Public Sector Employment and Management Act 2002* on local arrangements in respect of the hours of work which operated in a Department or part of a Department as at the effective date of this award, will be taken to be a determination under section 52 of the Act and shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

26. Travelling Compensation

- 26.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Department.
- 26.2 The Department Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 26.5 The Department will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 26.6 Subject to subclause 26.14 of this clause, an employee who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.
- 26.7 If meals are provided by the Government at the temporary work location, the employee shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where the Department elects to pay the accommodation provider the employee shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where the Department elects not to pay the accommodation provider the employee shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where an employee is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If an employee is required by the Department Head to work in the same temporary work location for more than 35 days, the employee shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11 of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

- 26.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 64, 65 and 66 of the Act.

27. Excess Travelling Time

- 27.1 Excess Travelling Time – An employee directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head’s discretion, be compensated for such time either by:
 - 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
 - 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee’s manager.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
 - 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
 - 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty, provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
 - 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
 - 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
 - 27.3.3 Travel to new headquarters upon transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
 - 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - 27.3.6 Working on board ship where meals and accommodation are provided;
 - 27.3.7 Any travel undertaken by an employee whose salary includes an all incidents of employment component;
 - 27.3.8 Time within the flex time bandwidth;
 - 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee’s ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{X}{1} = \frac{1}{\text{Normal hours of work}}$$

- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 27.6 Employees whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

28. Waiting Time

When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

29. Meal Expenses on One-Day Journeys

- 29.1 An employee who is authorised by the Department Head to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-
 - 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
 - 29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

30. Restrictions on Payment of Travelling Allowances

- 30.1 An allowance under clause 26, Travelling Compensation of this award is not payable in respect of:
 - 30.1.1 Any period during which the employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 30.1.2 Any period of leave, except with the approval of the Department Head or as otherwise provided by this clause; or
 - 30.1.3 Any other period during which the employee is absent from the employee's temporary work location otherwise than on official duty.
- 30.2 An employee who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:
 - 30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the employee's residence; and for the return journey from the employee's residence to the temporary work location, or
 - 30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

31. Increase Or Reduction in Payment of Travelling Allowances

- 31.1 Where the Department Head is satisfied that a travelling allowance is:
- 31.1.1 Insufficient to adequately reimburse the employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the employee for the additional expenses incurred; or
 - 31.1.2 In excess of the amount which would adequately reimburse the employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the employee for expenses incurred properly and reasonably.

32. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Department Head is prepared to accept other evidence from the employee.

33. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Department Head having regard to the safety of the employee or employees travelling on official business and local conditions applicable in the area. Where employees are required to attend conferences or seminars which involve evening sessions or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Department Head.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Camping Allowances

- 34.1 Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to an employee who is:-
- 34.1.1 In receipt of a camping equipment allowance under clause 38, Camping Equipment Allowance of this award; or
 - 34.1.2 Provided with camping equipment by the Department; or
 - 34.1.3 Reimbursed by the Department for the cost of hiring camping equipment.
- 34.2 When required to camp in connection with the performance of official duties, an employee shall be paid an allowance for the expenses incurred in camping as follows:
- 34.2.1 The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
 - 34.2.2 Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B, Monetary Rates.
- 34.3 Where the Department Head is satisfied that it was not reasonable in the circumstances for the employee to camp, an employee who is entitled to a camping allowance shall be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.
- 34.4 An employee who is paid a remote areas allowance under clause 39, Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

35. Composite Allowance

- 35.1 An employee employed in one of the classifications of Rangelands Management Officers, Field Supervisors or Field Service Managers, and who:

- 35.1.1 is required to perform official duty in the field; and
- 35.1.2 on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 26, Travelling Compensation of this award
- may elect to be paid an all inclusive allowance for accommodation, meals and incidental expenses incurred as a result of being required to work in the field.
- 35.2 The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B Monetary Rates.
- 35.3 In order to be paid the composite allowance under this clause, the employee shall submit to the Department Head an election each 12 months. If the election is not made by the employee or not approved by the Department Head, travelling or camping allowances under clauses 26 or 34 of this award, whichever is appropriate, shall apply.
- 35.4 An election under subclause 35.3 of this clause is revocable 12 months after it is made, unless the employee changes classification.
- 35.5 An employee who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause 35.6).
- 35.6 On occasions when an employee receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 26, Travelling Compensation of this award.
- 35.7 The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- 35.8 An employee who receives a composite allowance is entitled to the camping equipment allowance if the Department head certifies that it is necessary for the employee to provide camping equipment at personal expense

36. Allowance Payable for Use of Private Motor Vehicle

- 36.1 The Department Head may authorise an employee to use a private motor vehicle for work where:
- 36.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or
- 36.1.2 Where the employee is unable to use other means of transport due to a disability.
- 36.2 An employee who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 36.4 of this clause.
- 36.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 36.3.1 The casual rate is payable if an employee elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

36.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.

36.4 Deduction from allowance

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

36.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 36.4.3 of this subclause.

36.4.3 Designated headquarters

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

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

36.4.5 Where a headquarters has been designated per paragraph 36.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:
 - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - (ii) the periodical ticket was in fact purchased; and

- (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 36.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department head.
- 36.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.
- 36.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.

37. Damage to Private Motor Vehicle Used for Work

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

38. Camping Equipment Allowance

- 38.1 In this clause, "camping equipment" includes instrument and travelling equipment.
- 38.2 An employee who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- 38.3 An employee who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.

39. Allowance for Living in a Remote Area

- 39.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
 - 39.1.1 Indefinitely stationed and living in a remote area as defined in subclause 39.2 of this clause; or
 - 39.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 39.2 of this clause.
- 39.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- 39.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 39.2.2 and 39.2.3 of this subclause;
- 39.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 39.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 39.3 The dependant rate for each grade is payable where
- 39.3.1 the employee has a dependant as defined; and
- 39.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and
- 39.3.3 the employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 39.4 For the purposes of this clause dependant is defined as
- 39.4.1 the spouse of the employee (including a de facto spouse);
- 39.4.2 each child of the employee aged eighteen years or under;
- 39.4.3 each son and daughter of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 39.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.
- 39.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.
- 39.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 39.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 39.7.1 the employee continues in employment; and
- 39.7.2 the dependants continue to reside in the area specified; and
- 39.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.
- If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

40. Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave

- 40.1 An employee who:
- 40.1.1 Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and
 - 40.1.2 Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.
- 40.2 Dependant in this clause has the same meaning as subclause 39.4 of clause 39, Allowance for Living in a Remote Area of this award.
- 40.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

41. Overseas Travel

Unless the Department Head determines that an employee shall be paid travelling rates especially determined for the occasion, an employee required by the Department to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Finance, Services and Innovation Circular as issued from time to time.

42. Exchanges

- 42.1 The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the Department or the employee will benefit from additional training and development which is intended to be used in the carrying out of the Department's business.
- 42.2 The conditions applicable to those employees who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- 42.3 The provisions of this subclause do not apply to the loan of services of employees to the Association. The provisions of clause 56, Conditions Applying to On Loan Arrangements of this award apply to employees who are loaned to the Association.

43. Room at Home Used as Office

- 43.1 Where no Departmental office is provided in a particular location - Where it is impractical to provide an office in a particular location, employees stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Department will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 43.2 Where an office exists in a particular location - Where a Departmental office or offices already exist in a particular location but the employee and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 43.1 of this clause shall not apply in these circumstances.
- 43.3 Requirements - Arrangements under subclauses 43.1 or 43.2 of this clause shall be subject to:
- 43.3.1 A formal agreement being reached in respect of the hours to be worked; and

- 43.3.2 The work health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

44. Semi-Official Telephones

- 44.1 Reimbursement of expenses associated with a private telephone service installed at the residence of an employee shall be made as specified in this clause if the employee is required to be contacted or is required to contact others in connection with the duties of his/her role in the Department, as and when required.
- 44.2 The service must be located in the employee's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the employee.
- 44.3 The semi-official telephone allowance applies to employees who are required, as part of their duties to:
- 44.3.1 Give decisions, supply information or provide emergency services; and/or
- 44.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 44.4 Unless better provisions already apply to an employee or an employee has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
- 44.4.1 The connection fee for a telephone service, if the service is not already available at the employee's principal place of residence;
- 44.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 44.4.3 The full cost of official local, STD and ISD calls.
- 44.5 To be eligible for reimbursement, employees must submit their telephone account and a statement showing details of all official calls, including:
- 44.5.1 Date, time, length of call and estimated cost;
- 44.5.2 Name and phone number of the person to whom call was made; and
- 44.5.3 Reason for the call.

45. Flying Allowance

Employees, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates when required to work from an inflight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

46. Uniforms, Protective Clothing and Laundry Allowance

- 46.1 Uniform, etc. provided by the Department – An employee who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Department with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.

- 46.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the Department.
- 46.3 Uniform, etc. provided by the employee - Where the uniform, protective clothing or other specialised clothing is provided by the employee, the employee shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

47. Compensation for Damage to Or Loss of Staff Member's Personal Property

- 47.1 Where damage to or loss of the employee's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Department covering the damage to or loss of the personal property of the employee.
- 47.2 If a claim under subclause 47.1 of this clause is rejected by the insurer, the Department Head may compensate an employee for the damage to or loss of personal property, if such damage or loss:
- 47.2.1 Is due to the negligence of the Department, another employee, or both, in the performance of their duties; or
- 47.2.2 Is caused by a defect in an employee's material or equipment; or
- 47.2.3 Results from an employee's protection of or attempt to protect Departmental property from loss or damage.
- 47.3 Compensation in terms of subclause 47.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 47.4 For the purpose of this clause, personal property means an employee's clothes, spectacles, hearing-aid, tools of trade, or similar items which are ordinarily required for the performance of the employee's duties.
- 47.5 Compensation for the damage sustained shall be made by the Department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

48. Garage and Carport Allowance

- 48.1 Where an employee garages a Departmental vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Department Head, such employee shall be paid an appropriate rate of allowance as specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates.
- 48.2 Payment of the garage or carport allowance shall continue during periods when the employee is absent from headquarters.

49. Forage for Horses

- 49.1 Where in connection with the performance of official duties an employee is required to hand-feed a horse, out-of-pocket expenses for forage shall be reimbursed by the Department.
- 49.2 The out of pocket expenses shall continue to be paid in full to the employee during periods of leave.

50. Community Language Allowance Scheme (CLAS)

- 50.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:
- 50.1.1 Employed as interpreters and translators; and

50.1.2 Employed in those roles where particular language skills are an integral part of essential requirements of the role,

shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses 50.2 and 50.3 of this clause.

50.2 The base level of the CLAS is paid to employees who:

50.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

50.2.2 have passed an examination administered by the Community Relations Commission, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

50.3 The higher level of CLAS is paid to employees who meet the requirements for the base level of payment and:

50.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the employee's language skills, as determined by the Department Head; or

50.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that employees with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

51. First Aid Allowance

51.1 An employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.

51.2 The First Aid Allowance - Basic Qualifications rate will apply to an employee appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.

51.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to an employee appointed as a First Aid Officer who:

51.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more employees (100 for construction sites); and

51.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.

51.4 The First Aid Allowance shall not be paid during leave of one week or more.

51.5 When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, the employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

51.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

52. Review of Allowances Payable in Terms of This Award

52.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

52.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

- (a) Clause 26, Travelling Compensation;
- (b) Clause 29, Meal Expenses on One Day Journeys;
- (c) Clause 94, Overtime Meal Allowances, for breakfast, lunch and dinner.

52.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 36, Allowances Payable for the Use of Private Motor Vehicle.

52.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 34, Camping Allowances;
- (b) Clause 35, Composite Allowance;
- (c) Clause 38, Camping Equipment Allowance;
- (d) Clause 39, Allowance for Living in a Remote Area;
- (e) Clause 40, Assistance to Employees Stationed in a Remote Area When Travelling on Recreation Leave;
- (f) Clause 43, Room at Home Used as Office;
- (g) Clause 46, Uniforms, Protective Clothing and Laundry Allowance;
- (h) Clause 48, Garage and Carport Allowance; and
- (i) Clause 94, Overtime Meal Allowances, for supper.

52.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 45, Flying Allowance;
- (b) Clause 50, Community Language Allowance Scheme (CLAS);
- (c) Clause 51, First Aid Allowance;
- (d) Clause 92, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

53. Trade Union Activities Regarded as on Duty

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

- 53.1.1 Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Work Health and Safety Regulation 2011.
- 53.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 53.1.3 A reasonable period of preparation time, before-
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
 - (c) any other meeting with management,
by agreement with management, where operational requirements allow the taking of such time;
- 53.1.4 Giving evidence in court on behalf of the employer;
- 53.1.5 Appearing as a witness before the Industrial Relations Commission;
- 53.1.6 Representing the Association at the Industrial Relations Commission as an advocate or as a Tribunal Member;
- 53.1.7 Presenting information on the Association and Association activities at induction sessions for new employees of the Department; and
- 53.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

54. Trade Union Activities Regarded as Special Leave

- 54.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
 - 54.1.1 Annual or biennial conferences of the Association;
 - 54.1.2 Meetings of the Association's Executive, Committee of Management or Councils;
 - 54.1.3 Annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - 54.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
 - 54.1.5 Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
 - 54.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
 - 54.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 53, 54 and 55 apply.

55. Trade Union Training Courses

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

55.1.1 Accredited Work Health and Safety (OH&S) courses and any other accredited WH&S training for WH&S Committee members. The provider(s) of accredited WH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.

55.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief 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 Association;
- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

56. Conditions Applying to on Loan Arrangements

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

56.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) Vocational or industry committee.

56.1.2 Briefing counsel on behalf of the Association;

56.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

56.1.4 Country tours undertaken by a member of the executive or Council of the Association;

56.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.

56.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when an employee is placed "on loan" to the Association:-

- (a) The Department will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The Department will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the Association.

56.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

56.1.8 Limitation - On loan arrangements may apply to full-time or part-time employees and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

56.1.9 Where the Department Head and the Association cannot agree on the on loan arrangement, the matter is to be referred to the Secretary for determination after consultation with the Department Head and the Association.

57. Period of Notice for Trade Union Activities

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

58. Access to Facilities By Trade Union Delegates

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

58.1.1 Telephone, facsimile, internet and Email facilities;

58.1.2 A notice board for material authorised by the Association or access to employee notice boards for material authorised by the Association;

58.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

59. Responsibilities of the Trade Union Delegate

59.1 Responsibilities of the Association delegate are to:

59.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;

59.1.2 Participate in the workplace consultative processes, as appropriate;

59.1.3 Follow the dispute settling procedure applicable in the workplace;

59.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;

59.1.5 Account for all time spent on authorised Association business;

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

59.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Department Head and the Association; and

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

60. Responsibilities of the Trade Union

60.1 Responsibilities of the Association are to:

- 60.1.1 Provide written advice to the Department Head about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- 60.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award;
- 60.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- 60.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- 60.1.5 Apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement;
- 60.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- 60.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

61. Responsibilities of Workplace Management

- 61.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
 - 61.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 61.1.2 Advise the workplace delegate of the date of the next induction session for new employees in sufficient time to enable the Association to arrange representation at the session;
 - 61.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - 61.1.4 Where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
 - 61.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - 61.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 61.1.5 of this clause;
 - 61.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - 61.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
 - 61.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

62. Right of Entry Provisions

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

63. Travelling and Other Costs of Trade Union Delegates

- 63.1 Except as specified in paragraph 61.1.3 of clause 61, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 63.2 In respect of meetings called by the workplace management in terms of paragraph 61.1.3 of clause 61, 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 this award.
- 63.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by an employee from the Department or the Secretary, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 63.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Department by the Association or the employee.

64. Industrial Action

- 64.1 Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 64.2 There will be no victimisation of employees prior to, during or following such industrial action.

65. Consultation and Technological Change

- 65.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 65.2 The Departmental management shall consult with the Association prior to the introduction of any technological change.

66. Deduction of Trade Union Membership Fees

At the employee's election, the Department Head shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the employee's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Department Head and the Association in accordance with clause 10, Local Arrangements of this award.

SECTION 6 - LEAVE

67. Leave - General Provisions

- 67.1 The leave provisions contained in this Award apply to all employees other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the Association in terms of clause 10, Local Arrangements of this award.
- 67.2 Unless otherwise specified, part-time employees will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.

- 67.3 Unless otherwise specified in this award a temporary employee employed under Part 4, Division 5, Section 43 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 67.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

68. Absence from Work

- 68.1 An employee must not be absent from work unless reasonable cause is shown.
- 68.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 68.3 If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Department Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 68.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 68.5 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

69. Applying for Leave

- 69.1 An application by an employee for leave under this award shall be made to and dealt with by the Department Head.
- 69.2 The Department Head shall deal with the application for leave according to the wishes of the employee, if the operational requirements of the Department permit this to be done.

70. Extended Leave

Extended leave shall accrue and shall be granted to employees in accordance with the provisions of Part 2, Division 3, Clause 16 Extended leave entitlements and Schedule 1 Public Service extended leave entitlements of the Government Sector Employment Regulation 2014.

71. Family and Community Service Leave

- 71.1 The Department Head shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 71.2 of this clause. The Department Head may also grant leave for the purposes in subclause 71.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 71.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 71.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
- 71.2.2 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;

- 71.2.3 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;
 - 71.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 71.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- 71.3 Family and community service leave may also be granted for:
- 71.3.1 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
 - 71.3.2 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.
- 71.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81, Sick Leave to Care for a Family Member of this award.
- 71.5 Family and community service leave shall accrue as follows:
- 71.5.1 two and a half days in the employee's first year of service;
 - 71.5.2 two and a half days in the employee's second year of service; and
 - 71.5.3 one day per year thereafter.
- 71.6 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- 71.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 71.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with clause 81, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 71.9 A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

72. Leave Without Pay

- 72.1 The Department Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 72.2 Leave Without Pay may be granted on a full-time or a part-time basis.
- 72.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

- 72.4 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 shall count as service for incremental progression and accrual of recreation leave.
- 72.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- 72.6 An employee shall 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 shall be taken before leave without pay.
- 72.7 No paid leave shall be granted during a period of leave without pay.
- 72.8 An ongoing assignment may be made to the employee's role if:
- 72.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 72.8.2 the employee is advised of the Department's proposal to permanently backfill their assigned role; and
 - 72.8.3 the employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - 72.8.4 the Department advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 72.9 The role cannot be filled permanently unless the above criteria are satisfied.
- 72.10 The employee does not cease to be employed by the Department if their role is permanently backfilled.
- 72.11 Subclause 72.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 75.9.1(a) of clause 75, Parental Leave or to military leave.

73. Military Leave

- 73.1 During the period of 12 months commencing on 1 July each year, the Department Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 73.2 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.
- 73.3 Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 73.1 of this clause.
- 73.4 A Department Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 73.5 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 73.3 of this clause may be granted Military Leave Top up Pay by the Department Head.
- 73.6 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.

- 73.7 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- 73.8 At the expiration of military leave in accordance with subclause 73.3 or 73.4 of this clause, the employee shall furnish to the Department Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

74. Observance of Essential Religious Or Cultural Obligations

- 74.1 An employee of:
- 74.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 74.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 74.2 Provided adequate notice as to the need for leave is given by the employee to the Department and it is operationally convenient to release the employee from duty, the Department Head must grant the leave applied for by the employee in terms of this clause.
- 74.3 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Department Head, subject to:
- 74.3.1 Adequate notice being given by the employee;
- 74.3.2 Prior approval being obtained by the employee; and
- 74.3.3 The time off being made up in the manner approved by the Department Head.
- 74.4 Notwithstanding the provisions of subclauses 74.1, 74.2 and 74.3 of this clause, arrangements may be negotiated between the Department and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for employees for the observance of essential religious or cultural obligations.

75. Parental Leave

- 75.1 Parental leave includes maternity, adoption and "other parent" leave.
- 75.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- 75.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 75.2.2 For a further period of up to 12 months after the actual date of birth.
- 75.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 75.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- 75.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- 75.3.2 For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- 75.3.3 Special Adoption Leave – An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 75.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 75.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 75.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph 75.4.1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 75.5 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- 75.5.1 applied for parental leave within the time and in the manner determined set out in subclause 75.10 of this clause; and
- 75.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 75.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 75.6 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 75.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 75.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 75.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 75.7 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 75.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

75.7.2 at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or

75.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

75.8 Except as provided in subclauses 75.5, 75.6 and 75.7 of this clause parental leave shall be granted without pay.

75.9 Right to request

75.9.1 An employee who has been granted parental leave in accordance with subclause 75.2, 75.3 or 75.4 of this clause may make a request to the Department Head to:

- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

75.10 Notification Requirements

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

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

- (a) that she/he intends to take parental leave, and
- (b) the expected date of birth or the expected date of placement, and
- (c) if she/he is likely to make a request under subclause 75.9 of this clause.

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

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

75.10.4 employee's request and the Department Head's decision to be in writing

The employee's request under paragraph 75.9.1 and the Department Head's decision made under paragraph 75.9.2 must be recorded in writing.

75.10.5 An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing

as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.

- 75.10.6 An employee on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- 75.10.7 An employee must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 75.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days' notice of the change unless the Department head decides otherwise.
- 75.11 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 75.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 75.12 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 shall be appointed to a role of the same grade and classification as the employee's former position.
- 75.13 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 75.14 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- 75.15 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 75.16 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 75.17 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 75.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 75.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
- 75.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 75.18 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not

limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and role redesign.

75.19 If such adjustments cannot reasonably be made, the Department Head must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.

75.20 Communication during parental leave

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

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- (b) provide an opportunity for the staff member 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.

75.20.2 The employee shall take reasonable steps to inform the Department Head about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

75.20.3 The employee shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph 75.20.1 of this subclause.

76. Purchased Leave

76.1 An employee may apply to enter into an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

76.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.

76.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

76.1.3 The leave will count as service for all purposes.

76.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

76.2.1 Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

76.2.2 To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

76.3 Purchased leave is subject to the following provisions:

76.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.

76.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.

- 76.3.3 Sick leave cannot be taken during a period of purchased leave.
 - 76.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 76.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - 76.3.6 Temporary Assignment Allowance will not be paid when a period of purchased leave is taken.
- 76.4 Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Association. Departments may make adjustments relating to their salary administration arrangements.

77. Recreation Leave

77.1 Accrual

77.1.1 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 shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.

77.1.2 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* before its repeal.

77.1.3 Recreation leave accrues from day to day.

77.2 Limits on Accumulation and Direction to Take Leave

77.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement with the Department Head in special circumstances.

77.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the employee.

77.2.3 The Department Head shall notify the employee in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department.

77.2.4 The Department Head shall notify the employee in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Department.

77.2.5 An employee must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

77.3 Conservation of Leave - If the Department Head is satisfied that an employee is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Department Head shall:-

77.3.1 Specify in writing the period of time during which the excess shall be conserved; and

77.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.

77.3.3 A Department Head will inform an employee in writing on a regular basis of the employee's recreation leave accrual.

77.4 Miscellaneous

77.4.1 Unless a local arrangement has been negotiated between the Department Head and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.

77.4.2 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).

77.4.3 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 77.4.4 of this subclause.

77.4.4 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*; 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.

77.4.5 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 77.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

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

77.4.7 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 75, Parental Leave of this award.

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

77.4.9 An employee to whom paragraph 77.4.8 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.

77.5 Death - Where an employee dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.

77.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-

77.6.1 To the widow or widower of the employee; or

77.6.2 If there is no widow or widower, to the children of the employee or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

77.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Department Head was, at the time of the employee's death, a dependent relative of the employee; or

77.6.4 If there is no person entitled under paragraphs 77.6.1, 77.6.2 or 77.6.3 of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to the employee, the payment shall be made to the personal representative of the employee.

- 77.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 87.7 or 87.8 respectively of clause 87, Shift Work of this award.
- 77.8 Recreation leave does not accrue during leave without pay other than
- 77.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
 - 77.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - 77.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - 77.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - 77.8.5 periods which, when aggregated, do not exceed 5 working days in any period of 12 months.
- 77.9 An employee entitled to additional recreation leave under paragraph 77.1.2 of this clause, or under paragraphs 87.7.6 or 87.8.5 of clause 87, Shift Work of this award, can elect at any time to cash out the additional recreation leave.

78. Annual Leave Loading

- 78.1 General - Unless more favourable conditions apply to an employee under another industrial instrument, an employee, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 78.2 to 78.6 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 78.2 Loading on additional leave accrued - Where additional leave is accrued by an employee:-
- 78.2.1 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
 - 78.2.2 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 shall continue to be paid on a maximum of 4 weeks leave.
- 78.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 78.3.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - 78.3.2 17½% annual leave loading.
- 78.4 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the employee is paid, the annual leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 78.5 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.

- 78.6 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 78.6.1 Annual leave loading shall 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. 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, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The employee shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 78.6.2 If at least two weeks leave, as set out in paragraph 78.6.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the employee as at 30 November of the current year.
- 78.6.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 78.6.1 of this subclause, is taken.
- 78.6.4 An employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the employee's serious and intentional misconduct.
- 78.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

79. Sick Leave

- 79.1 Illness in this clause and in clauses 80 and 81 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 79.2 Payment for sick leave is subject to the employee:
- 79.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- 79.2.2 Providing evidence of illness as soon as practicable if required by clause 80, Sick Leave - Requirements for Evidence of Illness of this award.
- 79.3 If the Department Head is satisfied that an employee is unable to perform duty because of the employee's illness or the illness of his/her family member, the Department Head:
- 79.3.1 Shall grant to the employee sick leave on full pay; and
- 79.3.2 May grant to the employee, sick leave without pay if the absence of the employee exceeds the entitlement of the employee under this award to sick leave on full pay.
- 79.4 The Department Head may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:
- 79.4.1 is unable to carry out their duties without distress; or
- 79.4.2 risks further impairment of their health by reporting for duty; or
- 79.4.3 is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.

- 79.5 The Department Head may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.
- 79.6 Entitlements. An employee appointed after 13 November 2008 commenced accruing sick leave in accordance with this clause immediately. Existing employees at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.
- 79.6.1 At the commencement of employment with the Public Service, a full-time employee is granted an accrual of 5 days sick leave.
- 79.6.2 After the first four months of employment, the employee shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 79.6.3 After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 79.6.4 All continuous service as an employee in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 79.6.5 Notwithstanding the provisions of paragraph 79.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of Part 3, Division 2 Cross-government sector leave arrangements of the Government Sector Employment Regulation 2014.
- 79.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 79.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 79.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 79.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to an employee, other than a seasonal or relief employee, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 79.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

80. Sick Leave - Requirements for Evidence of Illness

- 80.1 An employee absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- 80.2 In addition to the requirements under subclause 79.2 of clause 79, Sick Leave of this award, an employee may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Employees who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- 80.3 As a general practice backdated medical certificates will not be accepted. However if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.

- 80.4 If an employee is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- 80.5 If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's **Government or other nominated medical assessor** for advice.
- 80.5.1 The type of leave granted to the staff member will be determined by the Department Head based on the medical assessor's advice.
- 80.5.2 If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 80.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Department.
- 80.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 80.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
- 80.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 80.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 80.7.3 at the Department Head's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 80.8 If an employee who is absent on recreation leave or extended leave, furnishes to the Department Head satisfactory evidence of illness in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the employee as follows:
- 80.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 80.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 80.9 Subclause 80.8 of this clause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

81. Sick Leave to Care for a Family Member

- 81.1 Where family and community service leave provided for in clause 71 of this award is exhausted or unavailable, an employee staff member with responsibilities in relation to a category of person set out in subclause 81.4 of this clause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 81.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 81.3 If required by the Department Head to establish the illness of the person concerned, the employee must provide evidence consistent with subclause 80.6 of clause 80, Sick Leave - Requirements for Evidence of Illness of this award.

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

81.4.1 The employee being responsible for the care and support of the person concerned; and

81.4.2 The person concerned being:-

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

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

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

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

82. Sick Leave - Workers Compensation

82.1 The Department Head shall advise each employee of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

82.2 An employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employee a right to claim compensation under the *Workers Compensation Act 1987* shall be required to lodge a claim for any such compensation.

82.3 Where, due to the illness or injury, the employee is unable to lodge such a claim in person, the Department Head shall assist the employee or the representative of the employee, as required, to lodge a claim for any such compensation.

82.4 The Department Head will ensure that, once received by the Department, an employee's workers compensation claim is lodged by the Department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.

82.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the employee is eligible followed, if necessary, by sick leave without pay or, at the employee's election by accrued recreation leave or extended leave.

82.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.

82.7 An employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.

- 82.7.1 Before approving the use of sick leave in this subclause, the Department Head must be satisfied that the employee is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the employee must:
- (a) participate and cooperate in the establishment of the required injury management plan for the employee;
 - (b) comply with obligations imposed on the employee by or under the injury management plan established for the employee;
 - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
 - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the Department Head for the purposes of the injury management plan; and
 - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 82.8 If an employee notifies the appropriate Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 82.9 An employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.
- 82.10 If the Department Head provides the employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the employee fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 82.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- 82.12 Nothing in this clause prevents an employee from appealing a decision or taking action under other legislation made in respect of:-
- 82.12.1 The employee's claim for workers compensation;
 - 82.12.2 The conduct of a medical examination by a Government or other Medical Officer;
 - 82.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
 - 82.12.4 Action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

83. Sick Leave - Claims Other Than Workers Compensation

- 83.1 If the circumstances of any injury to or illness of an employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay

may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:-

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

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

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

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

84. Special Leave

84.1 Special Leave - Jury Service

84.1.1 An employee shall, as soon as possible, notify the Department Head of the details of any jury summons served on the employee.

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

84.1.3 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 Department Head shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head shall grant, at the sole election of the employee, available recreation leave on full pay, flex leave or leave without pay.

84.2 Witness at Court - Official Capacity - When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by the Department.

84.3 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) shall:

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

84.3.2 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.

84.3.3 Association Witness – an employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Department for the required period.

- 84.4 Called as a witness in a private capacity – An employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, available recreation leave on full pay or leave without pay.
- 84.5 Special Leave - Examinations -
- 84.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to employees for the purpose of attending at any examination approved by the Department Head.
- 84.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 84.5.3 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.
- 84.6 Special Leave - Union Activities - Special leave on full pay may be granted to employees who are accredited Association delegates to undertake Association activities as provided for in clause 54, Trade Union Activities Regarded as Special Leave of this award.
- 84.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an employee who is temporarily living away from home as a result of work requirements. The employee shall 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 flex leave to credit or leave without pay, if the operational requirements allow.
- 84.8 Return Home When Transferred to New Location -- Special leave shall 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*.
- 84.9 An employee who identifies as an Indigenous Australian shall 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.
- 84.10 Special Leave - Other Purposes - Special leave on full pay may be granted to employees by the Department Head for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.
- 84.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 84A, Leave for Matters Arising From Domestic Violence, have been exhausted, the Department Head shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

84A. Leave for Matters Arising from Domestic Violence

- 84A.1 The definition of domestic violence is found in clause 3.17 of this award.
- 84A.2 Leave entitlements provided for in clause 71, Family and Community Service Leave, clause 79, Sick Leave and clause 81, Sick Leave to Care for a Family Member, may be used by employees experiencing domestic violence.
- 84A.3 Where the leave entitlements referred to in subclause 84A.2 are exhausted, Department Heads shall grant Special Leave as per clause 84.11.

84A.4 The Department Head will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

84A.5 Personal information concerning domestic violence will be kept confidential by the agency.

84A.6 The Department Head, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

85. Employee Development and Training Activities

85.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:

85.1.1 All employee development courses conducted by a NSW Public Sector organisation;

85.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and

85.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

85.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-

85.2.1 Activities for which study assistance is appropriate;

85.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and

85.2.3 Activities which are of no specific relevance to the NSW Public Sector.

85.3 Attendance of an employee at activities considered by the Department Head to be:

85.3.1 Essential for the efficient operation of the Department; or

85.3.2 Developmental and of benefit to the NSW public sector

shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.

85.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Department:

85.4.1 Recognition that the employee is performing normal duties during the course;

85.4.2 Adjustment for the hours so worked under flexible working hours;

85.4.3 Payment of course fees:

85.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and

85.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 88, Overtime - General of this award.

- 85.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Department:
- 85.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
 - 85.5.2 Payment of course fees;
 - 85.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - 85.5.4 Such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 85.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Department Head is able to release the employee, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 85.7 Temporary Assignment Allowance - Payment of a temporary assignment allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

86. Study Assistance

- 86.1 The Department Head shall have the power to grant or refuse study time.
- 86.2 Where the Department Head approves the grant of study time, the grant shall be subject to:
- 86.2.1 The course being a course relevant to the Department and/or the public service;
 - 86.2.2 The time being taken at the convenience of the Department; and
 - 86.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 86.3 Study time may be granted to both full and part-time employees. Part-time employees however shall be entitled to a pro-rata allocation of study time to that of a full-time employee.
- 86.4 Study time may be used for:
- 86.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 86.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 86.4.3 Private study; and/or
 - 86.4.4 Accumulation, subject to the conditions specified in subclauses 86.6 to 86.10 of this clause.
- 86.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 86.5.1 Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.

- 86.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 86.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 86.6 to 86.10 of this clause.
- 86.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.
- 86.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Department.
- 86.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 86.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 86.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 86.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 86.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 86.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 86.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 86.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 86.17 The period granted as examination leave shall include:
- 86.17.1 Time actually involved in the examination;
 - 86.17.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 86.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

- 86.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 86.20 All employees are eligible to apply and no prior service requirements are necessary.
- 86.21 Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 86.22 Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 86.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SECTION 8 - SHIFT WORK AND OVERTIME

87. Shift Work

- 87.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
- | | |
|---|-------|
| Day - at or after 6am and before 10am | Nil |
| Afternoon - at or after 10am and before 1pm | 10.0% |
| Afternoon - at or after 1pm and before 4pm | 12.5% |
| Night - at or after 4pm and before 4am | 15.0% |
| Night - at or after 4am and before 6am | 10.0% |
- 87.2 The loadings specified in subclause 87.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 87.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 87.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- 87.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 87.6 Public Holidays - With the exception of classifications listed in subclauses 87.7 and 87.8 of this clause, the following shall apply:

87.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

87.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;

87.7 Shift workers employed in the classifications of:

Regulatory Officers, Plant Diseases Act - Department of Industry, Skills and Regional Development

Security Officers - Art Gallery of NSW

Attendants - Australian Museum

Clinical Neuro Psychologist - Department of Justice

Clerks, Psychologists, Welfare Officers - Metropolitan Remand and Reception Centre (IDS) - Department of Justice

Gallery Service Officers - Art Gallery of NSW

Journalist - Department of Premier and Cabinet

Videotape Editor - Department of Premier and Cabinet

Staff Resource Units - Department of Ageing, Disability and Home Care

shall receive the following:

87.7.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.7.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

87.7.3 When rostered off on a public holiday - ordinary salary and an additional day's pay.

87.7.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of time and a half.

87.7.5 Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.

87.7.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

87.8 Shift workers employed in the classifications of:

Prison Officers - Department of Justice

Transitional Centre Workers - Department of Justice

Rangers - Office of Environment and Heritage

Field Officer - Office of Environment and Heritage

Nurses - Department of Family and Community Services

Crisis Care Workers (Full time) - Child Protection and Family Crisis Service, Department of Family and Community Services

shall receive the following:

87.8.1 For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.

87.8.2 For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.

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

87.8.4 When rostered on and works on a public holiday - ordinary salary and an additional payment at the rate of half time.

87.8.5 Annual leave at the rate of six weeks per year, that is, 30 working days plus 12 rest days.

87.8.6 Additional payment on the following basis:

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

87.8.7 The additional payment in terms of paragraph 87.8.6 of this subclause shall be made after 1 December each year for the preceding 12 months.

87.8.8 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker;

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

87.9 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.

87.10 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

87.11 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

- 87.12 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of this award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 87.13 Time spent off duty may be calculated by determining the amount of time elapsed after:-
- 87.13.1 The completion of an ordinary rostered shift; or
 - 87.13.2 The completion of authorised overtime; or
 - 87.13.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 87.14 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

88. Overtime - General

- 88.1 An employee may be directed by the Department Head to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 88.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 88.1.2 Any risk to the employee's health and safety,
 - 88.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 88.1.4 The notice (if any) given by the Department Head regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 88.1.5 Any other relevant matter.
- 88.2 Payment for overtime shall be made only where the employee works directed overtime.
- 88.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the employee shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- 88.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the employee is eligible, under any other industrial instrument, to:
- 88.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 88.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 88.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

89. Overtime Worked By Shift Workers

- 89.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 89.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 89.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 89.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 89.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 89.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

90. Overtime Worked By Day Workers

- 90.1 The provisions of this clause shall not apply to:
- 90.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 87, Shift Work and clause 89, Overtime Worked by Shift Workers of this award apply;
- 90.1.2 Employees covered by formal local arrangements in respect of overtime negotiated between the Department Head and the Association;
- 90.1.3 Employees to whom overtime provisions apply under another industrial instrument;
- 90.1.4 Employees whose salary includes compensation for overtime;
- 90.1.5 Employees who receive an allowance in lieu of overtime; and
- 90.1.6 Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 97, Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this award.
- 90.2 Rates - Overtime shall be paid at the following rates:
- 90.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this award apply;
- 90.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 90.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 90.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

- 90.3 If an employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 90.4 An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 90.5 Rest Periods
- 90.5.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 90.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

91. Recall to Duty

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

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

- 92.1 Unless already eligible for an on-call allowance under another industrial instrument, an employee shall be:
- 92.1.1 Entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B Monetary Rates when directed by the Department to be on call or on standby for a possible recall to duty outside the employee's working hours;

92.1.2 If an employee who is on call and is called out by the Department, the overtime provisions as set out in clause 89, Overtime Worked by Shift Workers or clause 90, Overtime Worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;

92.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

93. Overtime Meal Breaks

93.1 Employees not working flexible hours – an employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

93.2 Employees working flexible hours – An employee required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.

93.3 Employees Generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

94. Overtime Meal Allowances

94.1 If an adequate meal is not provided by the Department, a meal allowance shall be paid by the Department at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Department Head is satisfied that:

94.1.1 the time worked is directed overtime;

94.1.2 the employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;

94.1.3 where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so; and

94.1.4 overtime is not being paid in respect of the time taken for a meal break.

94.2 Where an allowance payable under this clause is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.

94.3 Where a meal was not purchased, payment of a meal allowance shall not be made.

94.4 Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the employee is required to substantiate the claim.

94.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the Association from negotiating different meal provisions under a local arrangement.

95. Rate of Payment for Overtime

An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

96. Payment for Overtime Or Leave in Lieu

96.1 The Department Head shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu in accordance with subclause 96.2 of this clause.

96.2 The following provisions shall apply to the leave in lieu:

96.2.1 The employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment.

96.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

96.2.3 The leave must be taken at the convenience of the Department, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 81, Sick Leave to Care for a Sick Family Member of this award apply.

96.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's Department or section;

96.2.5 Leave in lieu accrued in respect of overtime shall be given by the Department and taken by the employee within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.

96.2.6 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

97. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services

97.1 The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:-

97.1.1 Payment at the rate of one third of one day's pay for each tour of duty; or

97.1.2 If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 96, Payment for Overtime or Leave in Lieu of this award.

98. Calculation of Overtime

98.1 Unless a minimum payment in terms of subclause 90.4 of clause 90, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

98.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

98.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:-

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

98.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

98.5 Overtime is not payable for time spent travelling.

99. Provision of Transport in Conjunction With Working of Overtime

- 99.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of an employee on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with administrative units of Departments where knowledge of each particular situation will enable appropriate judgements to be made.

- 99.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

- 99.3 Provision of Taxis

Where an employee:

99.3.1 ceases overtime duty after 8.00 p.m., or

99.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

SECTION 9 - MISCELLANEOUS

100. Anti-Discrimination

- 100.1 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.
- 100.2 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.
- 100.3 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.
- 100.4 Nothing in this clause is to be taken to affect:
- 100.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;
 - 100.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 100.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

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

100.5 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.

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

100.5.2 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."

101. Secure Employment

101.1 Work Health and Safety

101.1.1 For the purposes of this subclause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply employees employed or engaged by it to another employer for the purpose of such employees 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.

101.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their roles 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.

101.1.3 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*.

101.2 Disputes Regarding the Application of this Clause

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

101.3 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 ANTA Ministerial Council.

102. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a Department or section of a Department at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

103. Area, Incidence and Duration

103.1 The provisions of this award shall apply to those employees as set out in clause 6.

103.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 August 2016.

103.3 Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 884) have been incorporated into this award as part of the review.

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

PART B

MONETARY RATES

Table 1 - Rates and Allowances

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

Effective 1 July 2016

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$26.45
	29.1.2	Dinner	\$50.70
	29.1.3	Lunch	\$29.75
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$23.70
	29.1.2	Dinner	\$46.65

	29.1.3	Lunch	\$27.05
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$282.95
		Brisbane	\$330.95
		Canberra	\$293.95
		Darwin	\$341.95
		Hobart	\$257.95
		Melbourne	\$298.95
		Perth	\$328.95
		Sydney	\$310.95
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$304.95
		Alice Springs (NT)	\$275.95
		Bordertown (SA)	\$260.95
		Bourke (NSW)	\$290.95
		Bright (VIC)	\$277.95
		Broome (WA)	\$385.95
		Bunbury (WA)	\$280.95
		Burnie (TAS)	\$285.95
		Cairns (QLD)	\$278.95
		Carnarvon (WA)	\$276.95
		Castlemaine (VIC)	\$271.95
		Chinchilla (QLD)	\$268.95
		Christmas Island (WA)	\$305.95
		Cocos (Keeling) Islands (WA)	\$410.95
		Colac (VIC)	\$263.95
		Dalby (QLD)	\$275.95
		Dampier (WA)	\$300.95
		Derby (WA)	\$315.95
		Devonport (TAS)	\$270.95
		Emerald (QLD)	\$281.95
		Esperance (WA)	\$266.95
		Exmouth (WA)	\$380.95
		Geraldton (WA)	\$300.95
		Gladstone (QLD)	\$312.95
		Gold Coast (QLD)	\$325.95
		Gosford (NSW)	\$265.95
		Halls Creek (WA)	\$324.95
		Hervey Bay (QLD)	\$282.95

		Horn Island (QLD)	\$325.95
		Jabiru (NT)	\$325.95
		Kalgoorlie (WA)	\$284.95
		Karratha (WA)	\$425.95
		Katherine (NT)	\$259.95
		Kingaroy (QLD)	\$259.95
		Kununurra (WA)	\$327.95
		Mackay (QLD)	\$286.95
		Maitland (NSW)	\$277.95
		Mount Isa (QLD)	\$285.95
		Mudgee (NSW)	\$260.95
		Newcastle (NSW)	\$290.95
		Newman (WA)	\$320.95
		Norfolk Island (NSW)	\$454.95
		Northam (WA)	\$288.95
		Orange (NSW)	\$280.95
		Port Hedland (WA)	\$385.95
		Port Lincoln (SA)	\$295.95
		Port Macquarie (NSW)	\$265.95
		Port Pirie (SA)	\$275.95
		Roma (QLD)	\$264.95
		Thursday Island (QLD)	\$325.95
		Townsville (QLD)	268.95
		Wagga Wagga (NSW)	\$269.95
		Weipa (QLD)	\$263.95
		Whyalla (SA)	\$288.95
		Wilpena-Pound (SA)	\$292.95
		Wollongong (NSW)	\$261.95
		Wonthaggi (VIC)	\$263.95
		Yulara (NT)	\$425.95
	26.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$248.45
		Ararat (VIC)	\$248.45
		Armidale (NSW)	\$248.45
		Ayr (QLD)	\$248.45
		Bairnsdale (VIC)	\$248.45
		Ballarat (VIC)	\$248.45
		Bathurst (NSW)	\$248.45
		Bega (NSW)	\$248.45
		Benalla (VIC)	\$248.45
		Bendigo (VIC)	\$248.45

		Broken Hill (NSW)	\$248.45
		Bundaberg (QLD)	\$248.45
		Ceduna (SA)	\$248.45
		Charters Towers (QLD)	\$248.45
		Coffs Harbour (NSW)	\$248.45
		Cooma (NSW)	\$248.45
		Dubbo (NSW)	\$248.45
		Echuca (VIC)	\$248.45
		Geelong (VIC)	\$248.45
		Goulburn (NSW)	\$248.45
		Griffith (NSW)	\$248.45
		Gunnedah (NSW)	\$248.45
		Hamilton (VIC)	\$248.45
		Horsham (VIC)	\$248.45
		Innisfail (QLD)	\$248.45
		Kadina (SA)	\$248.45
		Launceston (TAS)	\$248.45
		Lismore (NSW)	\$248.45
		Mildura (VIC)	\$248.45
		Mount Gambier (SA)	\$248.45
		Muswellbrook (NSW)	\$248.45
		Naracoorte (SA)	\$248.45
		Nowra (NSW)	\$248.45
		Port Augusta (SA)	\$248.45
		Portland (VIC)	\$248.45
		Queanbeyan (NSW)	\$248.45
		Queenstown (TAS)	\$248.45
		Renmark (SA)	\$248.45
		Rockhampton (QLD)	\$248.45
		Sale (VIC)	\$248.45
		Seymour (VIC)	\$248.45
		Shepparton (VIC)	\$248.45
		Swan Hill (VIC)	\$248.45
		Tamworth (NSW)	\$248.45
		Tennant Creek (NT)	\$248.45
		Toowoomba (QLD)	\$248.45
		Tumut (NSW)	\$248.45
		Wangaratta (VIC)	\$248.45
		Warrnambool (VIC)	\$248.45
		Wodonga (VIC)	\$248.45
	26.8.2	Other country centres	\$226.45

	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$19.05
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$19.05
4		Camping allowance	Per night
	34.2.1	Established camp	\$31.55
	34.2.2	Non established camp	\$41.70
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.95
5	35.2	Composite allowance (per day)	\$150.45
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	66.0
	36.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the official business rate)	33.0
	36.7	Towing trailer or horse float (13% of the official business rate)	8.6
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$31.25
	38.3	Bedding and sleeping bag	\$5.25
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1996 pa
	39.2.2	- Grade B	\$2647 pa
	39.2.3	- Grade C	\$3535 pa
		Without dependants	
	39.2.1	- Grade A	\$1393 pa
	39.2.2	- Grade B	\$1856 pa
	39.2.3	- Grade C	\$2477 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$49.20
		Other transport - with dependants	Actual reasonable expenses in excess of \$49.20 and up to \$329.55

		Other transport - without dependants	Actual reasonable expenses in excess of \$49.20 and up to \$162.80
		Rail travel	Actual rail fare less \$49.20
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$909 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2016)	0.94 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2016)	\$20.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.75 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$643 pa
		- Carport allowance	\$143 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2016)	Per annum
		- Base Level Rate	\$1345 pa
		- Higher Level Rate	\$2021 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2016)	Per annum
		- Holders of basic qualifications	\$866 pa
		- Holders of current occupational first aid certificate	\$1301 pa
19	94.1	Overtime meal allowances	Effective 1 July 2016
		Breakfast	\$29.40
		Lunch	\$29.40
		Dinner	\$29.40
		Supper	\$10.90

Effective 1 July 2015

Item No	Clause No	Description	Amount
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1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$25.90
	29.1.2	Dinner	\$49.65
	29.1.3	Lunch	\$29.15
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$23.20
	29.1.2	Dinner	\$45.70
	29.1.3	Lunch	\$26.50
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$280.45
		Brisbane	\$328.45
		Canberra	\$291.45
		Darwin	\$339.45
		Hobart	\$255.45
		Melbourne	\$296.45
		Perth	\$356.45
		Sydney	\$308.45
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$302.45
		Alice Springs (NT)	\$273.45
		Bordertown (SA)	\$258.45
		Bourke (NSW)	\$288.45
		Bright (VIC)	\$275.45
		Broome (WA)	\$383.45
		Bunbury (WA)	\$278.45
		Burnie (TAS)	\$283.45
		Cairns (QLD)	\$263.45
		Carnarvon (WA)	\$274.45
		Castlemaine (VIC)	\$263.45
		Chinchilla (QLD)	\$266.45
		Christmas Island (WA)	\$303.45
		Cocos (Keeling) Islands (WA)	\$408.45
		Colac (VIC)	\$261.45
		Dalby (QLD)	\$267.45
		Dampier (WA)	\$298.45
		Derby (WA)	\$313.45

		Devonport (TAS)	\$263.45
		Emerald (QLD)	\$279.45
		Esperance (WA)	\$258.45
		Exmouth (WA)	\$378.45
		Geraldton (WA)	\$298.45
		Gladstone (QLD)	\$310.45
		Gold Coast (QLD)	\$272.45
		Gosford (NSW)	\$263.45
		Halls Creek (WA)	\$322.45
		Hervey Bay (QLD)	\$280.45
		Horn Island (QLD)	\$323.45
		Jabiru (NT)	\$315.45
		Kalgoorlie (WA)	\$282.45
		Karratha (WA)	\$470.45
		Katherine (NT)	\$257.45
		Kingaroy (QLD)	\$257.45
		Kununurra (WA)	\$325.45
		Mackay (QLD)	\$284.45
		Maitland (NSW)	\$275.45
		Mount Isa (QLD)	\$283.45
		Mudgee (NSW)	\$258.45
		Newcastle (NSW)	\$278.45
		Newman (WA)	\$318.45
		Norfolk Island (NSW)	\$452.45
		Northam (WA)	\$286.45
		Orange (NSW)	\$278.45
		Port Hedland (WA)	\$418.45
		Port Lincoln (SA)	\$293.45
		Port Macquarie (NSW)	\$263.45
		Port Pirie (SA)	\$263.45
		Queanbeyan (NSW)	\$256.45
		Roma (QLD)	\$262.45
		Thursday Island (QLD)	\$323.45
		Wagga Wagga (NSW)	\$264.45
		Weipa (QLD)	\$261.45
		Whyalla (SA)	\$279.45
		Wilpena-Pound (SA)	\$290.45
		Wollongong (NSW)	\$259.45
		Wonthaggi (VIC)	\$261.45
		Yulara (NT)	\$403.45
	26.8.2	Tier 2 country centres	Per day

	Albury (NSW)	\$246.15
	Ararat (VIC)	\$246.15
	Armidale (NSW)	\$246.15
	Ayr (QLD)	\$246.15
	Bairnsdale (VIC)	\$246.15
	Ballarat (VIC)	\$246.15
	Bathurst (NSW)	\$246.15
	Bega (NSW)	\$246.15
	Benalla (VIC)	\$246.15
	Bendigo (VIC)	\$246.15
	Broken Hill (NSW)	\$246.15
	Bundaberg (QLD)	\$246.15
	Ceduna (SA)	\$246.15
	Charters Towers (QLD)	\$246.15
	Coffs Harbour (NSW)	\$246.15
	Cooma (NSW)	\$246.15
	Dubbo (NSW)	\$246.15
	Echuca (VIC)	\$246.15
	Geelong (VIC)	\$246.15
	Goulburn (NSW)	\$246.15
	Griffith (NSW)	\$246.15
	Gunnedah (NSW)	\$246.15
	Hamilton (VIC)	\$246.15
	Horsham (VIC)	\$246.15
	Innisfail (QLD)	\$246.15
	Kadina (SA)	\$246.15
	Launceston (TAS)	\$246.15
	Lismore (NSW)	\$246.15
	Mildura (VIC)	\$246.15
	Mount Gambier (SA)	\$246.15
	Muswellbrook (NSW)	\$246.15
	Naracoorte (SA)	\$246.15
	Nowra (NSW)	\$246.15
	Port Augusta (SA)	\$246.15
	Portland (VIC)	\$246.15
	Queenstown (TAS)	\$246.15
	Renmark (SA)	\$246.15
	Rockhampton (QLD)	\$246.15
	Sale (VIC)	\$246.15
	Seymour (VIC)	\$246.15
	Shepparton (VIC)	\$246.15
	Swan Hill (VIC)	\$246.15

		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Warrnambool (VIC)	\$246.15
	26.8.2	Other country centres	\$224.15
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.75
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$18.75
4		Camping allowance	Per night
	34.2.1	Established camp	\$31.15
	34.2.2	Non established camp	\$41.15
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.80
5	35.2	Composite allowance (per day)	\$148.50
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business (all engine capacities)	66.0
	36.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the official business rate)	33.0
	36.7	Towing trailer or horse float (13% of the official business rate)	8.6
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.85
	38.3	Bedding and sleeping bag	\$5.20
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1970 pa
	39.2.2	- Grade B	\$2613 pa
	39.2.3	- Grade C	\$3490 pa
		Without dependants	
	39.2.1	- Grade A	\$1375 pa

	39.2.2	- Grade B	\$1832 pa
	39.2.3	- Grade C	\$2445 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$48.55
		Other transport - with dependants	Actual reasonable expenses in excess of \$48.55 and up to \$325.30
		Other transport - without dependants	Actual reasonable expenses in excess of \$48.55 and up to \$160.70
		Rail travel	Actual rail fare less \$48.55
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$897 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2015)	0.92 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2015)	\$19.68 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.70 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$635 pa
		- Carport allowance	\$141 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2015)	Per annum
		- Base Level Rate	\$1312 pa
		- Higher Level Rate	\$1972 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2015)	Per annum
		- Holders of basic qualifications	\$845 pa
		- Holders of current occupational first aid certificate	\$1269 pa

19	94.1	Overtime meal allowances	Effective 1 July 2015
		Breakfast	\$28.80
		Lunch	\$28.80
		Dinner	\$28.80
		Supper	\$10.75

Effective 1 July 2014

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$25.35
	29.1.2	Dinner	\$48.65
	29.1.3	Lunch	\$28.55
		Tier 2 and other country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$22.70
	29.1.2	Dinner	\$44.75
	29.1.3	Lunch	\$25.95
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$278.25
		Brisbane	\$322.25
		Canberra	\$289.25
		Darwin	\$337.25
		Hobart	\$253.25
		Melbourne	\$294.25
		Perth	\$354.25
		Sydney	\$306.25
	26.8.2	High cost country centres	Per day
		Albany (WA)	\$300.25
		Alice Springs (NT)	\$271.25
		Bordertown (SA)	\$256.25
		Bourke (NSW)	\$286.25
		Bright (VIC)	\$273.25
		Broome (WA)	\$354.25
		Bunbury (WA)	\$276.25
		Burnie (TAS)	\$270.25

	Cairns (QLD)	\$261.25
	Carnarvon (WA)	\$272.25
	Castlemaine (VIC)	\$254.25
	Chinchilla (QLD)	\$264.25
	Christmas Island (WA)	\$271.25
	Cocos (Keeling) Islands (WA)	\$406.25
	Colac (VIC)	\$259.25
	Dalby (QLD)	\$265.25
	Dampier (WA)	\$296.25
	Derby (WA)	\$311.25
	Devonport (TAS)	\$256.25
	Emerald (QLD)	\$277.25
	Exmouth (WA)	\$376.25
	Geraldton (WA)	\$296.25
	Gladstone (QLD)	\$308.25
	Gold Coast (QLD)	\$270.25
	Gosford (NSW)	\$261.25
	Halls Creek (WA)	\$320.25
	Hervey Bay (QLD)	\$278.25
	Horn Island (QLD)	\$301.25
	Jabiru (NT)	\$313.25
	Kalgoorlie (WA)	\$280.25
	Karratha (WA)	\$468.25
	Katherine (NT)	\$255.25
	Kingaroy (QLD)	\$255.25
	Kununurra (WA)	\$323.25
	Mackay (QLD)	\$282.25
	Maitland (NSW)	\$273.25
	Mount Isa (QLD)	\$281.25
	Mudgee (NSW)	\$256.25
	Newcastle (NSW)	\$273.25
	Newman (WA)	\$316.25
	Norfolk Island	\$450.25
	Northam (WA)	\$284.25
	Orange (NSW)	\$270.25
	Port Hedland (WA)	\$416.25
	Port Pirie (SA)	\$261.25
	Queanbeyan (NSW)	\$254.25
	Roma (QLD)	\$260.25
	Thursday Island (QLD)	\$321.25
	Wagga Wagga (NSW)	\$262.25
	Weipa (QLD)	\$259.25

		Whyalla (SA)	\$266.25
		Wilpena-Pound (SA)	\$288.25
		Wollongong (NSW)	\$257.25
		Wonthaggi (VIC)	\$259.25
		Yulara (NT)	\$365.25
	26.8.2	Tier 2 country centres	Per day
		Albury (NSW)	\$244.10
		Ararat (VIC)	\$244.10
		Armidale (NSW)	\$244.10
		Ayr (QLD)	\$244.10
		Bairnsdale (VIC)	\$244.10
		Ballarat (VIC)	\$244.10
		Bathurst (NSW)	\$244.10
		Benalla (VIC)	\$244.10
		Bendigo (VIC)	\$244.10
		Broken Hill (NSW)	\$244.10
		Bundaberg (QLD)	\$244.10
		Ceduna (SA)	\$244.10
		Charters Towers (QLD)	\$244.10
		Coffs Harbour (NSW)	\$244.10
		Cooma (NSW)	\$244.10
		Dubbo (NSW)	\$244.10
		Echuca (VIC)	\$244.10
		Esperance (WA)	\$244.10
		Geelong (VIC)	\$244.10
		Goulburn (NSW)	\$244.10
		Gunnedah (NSW)	\$244.10
		Hamilton (VIC)	\$244.10
		Horsham (VIC)	\$244.10
		Innisfail (QLD)	\$244.10
		Kadina (SA)	\$244.10
		Launceston (TAS)	\$244.10
		Mildura (VIC)	\$244.10
		Mount Gambier (SA)	\$244.10
		Muswellbrook (NSW)	\$244.10
		Naracoorte (SA)	\$244.10
		Nowra (NSW)	\$244.10
		Port Augusta (SA)	\$244.10
		Portland (VIC)	\$244.10
		Port Lincoln (SA)	\$244.10
		Port Macquarie (NSW)	\$244.10

		Queenstown (TAS)	\$244.10
		Renmark (SA)	\$244.10
		Rockhampton (QLD)	\$244.10
		Sale (VIC)	\$244.10
		Seymour (VIC)	\$244.10
		Shepparton (VIC)	\$244.10
		Swan Hill (VIC)	\$244.10
		Tamworth (NSW)	\$244.10
		Tennant Creek (NT)	\$244.10
		Toowoomba (QLD)	\$244.10
		Townsville (QLD)	\$244.10
		Tumut (NSW)	\$244.10
		Warrnambool (VIC)	\$244.10
	26.8.2	Other country centres	\$222.10
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.70
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$18.70
4		Camping allowance	Per night
	34.2.1	Established camp	\$30.65
	34.2.2	Non established camp	\$40.50
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.65
5	35.2	Composite allowance (per day)	\$146.15
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	77.0
		1601cc-2600cc	76.0
		1600cc or less	65.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.8
		1601cc-2600cc	30.4
		1600cc or less	26.0
		Motor cycle allowance (50% of the 1600cc or less official business rate)	32.5

	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	10.0
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$30.35
	38.3	Bedding and sleeping bag	\$5.10
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1939 pa
	39.2.2	- Grade B	\$2572 pa
	39.2.3	- Grade C	\$3435 pa
		Without dependants	
	39.2.1	- Grade A	\$1353 pa
	39.2.2	- Grade B	\$1803 pa
	39.2.3	- Grade C	\$2406 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$47.80
		Other transport - with dependants	Actual reasonable expenses in excess of \$47.80 and up to \$320.20
		Other transport - without dependants	Actual reasonable expenses in excess of \$47.80 and up to \$158.15
		Rail travel	Actual rail fare less \$47.80
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$883 pa
13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2014)	0.90 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2014)	\$19.20 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.65 per week

16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$625 pa
		- Carport allowance	\$139 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2014)	Per annum
		- Base Level Rate	\$1280 pa
		- Higher Level Rate	\$1924 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2014)	Per annum
		- Holders of basic qualifications	\$824 pa
		- Holders of current occupational first aid certificate	\$1238 pa
19	94.1	Overtime meal allowances	Effective 1 July 2014
		Breakfast	\$28.20
		Lunch	\$28.20
		Dinner	\$28.20
		Supper	\$10.55

Effective 1 July 2013

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$24.90
	29.1.2	Dinner	\$47.75
	29.1.3	Lunch	\$28.00
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$22.30
	29.1.2	Dinner	\$43.85
	29.1.3	Lunch	\$25.45
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$275.85
		Brisbane	\$319.85

		Canberra	\$286.85
		Darwin	\$320.85
		Hobart	\$250.85
		Melbourne	\$291.85
		Perth	\$351.85
		Sydney	\$301.85
	26.8.2	High cost country centres	Per day
		Alice Springs (NT)	\$268.45
		Albany (WA)	\$297.85
		Bourke (NSW)	\$283.85
		Bright (VIC)	\$254.85
		Broome (WA)	\$351.85
		Bunbury (WA)	\$273.85
		Burnie (TAS)	\$253.85
		Cairns (QLD)	\$258.85
		Carnarvon (WA)	\$269.85
		Castlemaine (VIC)	\$251.85
		Chinchilla (QLD)	\$261.85
		Christmas Island (WA)	\$268.85
		Cocos (Keeling) Islands (WA)	\$403.85
		Dalby (QLD)	\$262.85
		Dampier (WA)	\$293.85
		Derby (WA)	\$300.85
		Devonport (TAS)	\$253.85
		Emerald (QLD)	\$274.85
		Exmouth (WA)	\$373.85
		Geraldton (WA)	\$293.85
		Gladstone (QLD)	\$305.85
		Gold Coast (QLD)	\$267.85
		Halls Creek (WA)	\$317.85
		Hervey Bay (QLD)	\$275.85
		Horn Island (QLD)	\$298.85
		Jabiru (NT)	\$310.85
		Kalgoorlie (WA)	\$277.85
		Karratha (WA)	\$465.85
		Katherine (NT)	\$252.85
		Kingaroy (QLD)	\$252.85
		Kununurra (WA)	\$320.85
		Mackay (QLD)	\$270.85
		Mount Isa (QLD)	\$278.85
		Mudgee (NSW)	\$253.85

		Newcastle (NSW)	\$261.85
		Newman (WA)	\$313.85
		Norfolk Island	\$447.85
		Northam (WA)	\$281.85
		Port Hedland (WA)	\$377.85
		Port Pirie (SA)	\$258.85
		Thursday Island (QLD)	\$318.85
		Wagga Wagga (NSW)	\$259.85
		Weipa (QLD)	\$256.85
		Wilpena-Pound (SA)	\$285.85
		Wollongong (NSW)	\$254.85
		Whyalla (SA)	\$263.85
		Wonthaggi (VIC)	\$256.85
		Yulara (NT)	\$362.85
	26.8.2	Tier 2 country centres	Per day
		Ararat (VIC)	\$241.80
		Armidale (NSW)	\$241.80
		Bairnsdale (VIC)	\$241.80
		Ballarat (VIC)	\$241.80
		Bathurst (NSW)	\$241.80
		Bendigo (VIC)	\$241.80
		Bordertown (SA)	\$241.80
		Broken Hill (NSW)	\$241.80
		Bundaberg (QLD)	\$241.80
		Ceduna (SA)	\$241.80
		Coffs Harbour (NSW)	\$241.80
		Cooma (NSW)	\$241.80
		Dubbo (NSW)	\$241.80
		Echuca (VIC)	\$241.80
		Esperance (WA)	\$241.80
		Geelong (VIC)	\$241.80
		Gosford (NSW)	\$241.80
		Goulburn (NSW)	\$241.80
		Hamilton (VIC)	\$241.80
		Horsham (VIC)	\$241.80
		Innisfail (QLD)	\$241.80
		Kadina (SA)	\$241.80
		Launceston (TAS)	\$241.80
		Maitland (NSW)	\$241.80
		Mildura (VIC)	\$241.80
		Mount Gambier (SA)	\$241.80

		Muswellbrook (NSW)	\$241.80
		Naracoorte (SA)	\$241.80
		Nowra (NSW)	\$241.80
		Orange (NSW)	\$241.80
		Port Augusta (SA)	\$241.80
		Portland (VIC)	\$241.80
		Port Lincoln (SA)	\$241.80
		Port Macquarie (NSW)	\$241.80
		Queanbeyan (NSW)	\$241.80
		Renmark (SA)	\$241.80
		Rockhampton (QLD)	\$241.80
		Roma (QLD)	\$241.80
		Seymour (VIC)	\$241.80
		Shepparton (VIC)	\$241.80
		Swan Hill (VIC)	\$241.80
		Tamworth (NSW)	\$241.80
		Tennant Creek (NT)	\$241.80
		Toowoomba (QLD)	\$241.80
		Townsville (QLD)	\$241.80
		Tumut (NSW)	\$241.80
		Warrnambool (VIC)	\$241.80
	26.8.2	Other country centres	\$219.80
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$18.20
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$18.20
4		Camping allowance	Per night
	34.2.1	Established camp	\$29.80
	34.2.2	Non established camp	\$39.40
		Additional allowance for staff who camp in excess of 40 nights per year	\$9.40
5	35.2	Composite allowance (per day)	\$142.15
6		Use of private motor vehicle	Cents per kilometre
	36.3	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0

		1600cc or less	63.0
	36.3	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
	36.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
7		Camping equipment allowance	Per night
	38.2	Camping equipment allowance	\$29.50
	38.3	Bedding and sleeping bag	\$4.95
8		Remote areas allowance	Per annum
		With dependants	
	39.2.1	- Grade A	\$1886 pa
	39.2.2	- Grade B	\$2502 pa
	39.2.3	- Grade C	\$3341 pa
		Without dependants	
	39.2.1	- Grade A	\$1316 pa
	39.2.2	- Grade B	\$1754 pa
	39.2.3	- Grade C	\$2340 pa
9	40.1	Assistance to staff members stationed in a remote area when travelling on recreation leave	
		By private motor vehicle	Appropriate casual rate up to a maximum of 2850 kms less \$46.50
		Other transport - with dependants	Actual reasonable expenses in excess of \$46.50 and up to \$311.50
		Other transport - without dependants	Actual reasonable expenses in excess of \$46.50 and up to \$153.85
		Rail travel	Actual rail fare less \$46.50
10	41	Insurance cover	Up to \$A 1,173
11	42.2	Exchanges	Actual cost
12	43.1	Room at home used as office	\$859 pa

13	92.1.1	On-call (stand-by) and on-call allowance (effective ffpp on or after 1 July 2013)	0.88 per hour
14	45	Flying allowance (effective ffpp on or after 1 July 2013)	\$18.80 per hour
15	46.1	Uniforms, protective clothing and laundry allowance	\$4.50 per week
16	48.1	Garage and carport allowance	Per annum
		- Garage allowance	\$608 pa
		- Carport allowance	\$135 pa
17	50.1	Community language allowance scheme (effective ffpp on or after 1 July 2013)	Per annum
		- Base Level Rate	\$1252 pa
		- Higher Level Rate	\$1881 pa
18	51.1	First aid allowance (effective ffpp on or after 1 July 2013)	Per annum
		- Holders of basic qualifications	\$806 pa
		- Holders of current occupational first aid certificate	\$1211 pa
19	94.1	Overtime meal allowances	Effective 1 July 2013
		Breakfast	\$27.70
		Lunch	\$27.70
		Dinner	\$27.70
		Supper	\$10.25

J. D. STANTON, Commissioner

(187)

SERIAL C8592

CROWN EMPLOYEES (ADMINISTRATIVE AND CLERICAL OFFICERS - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005749)

Before Commissioner Stanton

2 August 2016

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Adjustment of Salaries
5.	Promotion
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

2. Definitions

"Employee" means a persons employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is appointed to a role classified under this award.

"Service" means continuous service.

"Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

“Industrial Relations Secretary” means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

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

3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
- (e) Roles are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Industrial Relations Secretary.
- (f) An employee temporarily employed under the provisions of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1.

4. Adjustment of Salaries

The salaries of employees employed at the operative date of this award are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Promotion

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

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods are not taken into account:

- (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the *Government Sector Employment Regulation 2014*;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct – Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*.

7. Anti-Discrimination

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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."

8. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- (b) 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.
- (c) 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.
- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within 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.
- (f) The agency head may refer the matter to the Industrial Relations Secretary for consideration.

- (g) If the matter remains unresolved, the agency head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association 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.
- (j) The employee, Association, agency and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Area, Incidence and Duration

This award applies to employees defined in clause 2, Definitions.

Employees are entitled to the conditions of employment provided by this award and by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2015) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2015) Award* and any variation or replacement award.

The changes to the award are made in accordance to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) to take effect from 2 August 2016.

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

PART B

MONETARY RATES

Table 1 - Salaries

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2016.

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	29,127
Clerks General Scale step 2	6	33,054
Clerks General Scale step 3 - 1st year of service or 18 years	7	35,134

Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	39,810
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	42,495
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	45,800
Clerks General Scale step 7	20	47,049
Clerks General Scale step 8	23	49,039
Clerks General Scale step 9	25	49,929
Clerks General Scale step 10	28	51,168
Clerks General Scale step 11	32	53,060
Clerks General Scale step 12	36	54,983
Clerks General Scale step 13	40	57,015
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	59,453
Grade 1 1st year of service Thereafter	46 49	60,154 61,921
Grade 2 1st year of service Thereafter	52 55	63,649 65,396
Grade 3 1st year of service Thereafter	58 61	67,248 69,276
Grade 4 1st year of service Thereafter	64 67	71,438 73,635
Grade 5 1st year of service Thereafter	75 78	79,384 81,888
Grade 6 1st year of service Thereafter	82 85	85,098 87,591
Grade 7 1st year of service Thereafter	88 91	90,215 92,912
Grade 8 1st year of service Thereafter	95 98	96,784 99,862
Grade 9 1st year of service Thereafter	101 104	102,838 105,730
Grade 10 1st year of service Thereafter	108 111	110,046 113,324
Grade 11 1st year of service Thereafter	116 120	118,943 123,985
Grade 12 1st year of service Thereafter	126 130	131,751 137,557

J. D. STANTON, Commissioner

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(1798)

SERIAL C8591

CROWN EMPLOYEES (DEPARTMENTAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00005756)

Before Commissioner Stanton

2 August 2016

REVIEWED AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intention/Aims of the Award
3.	Definitions
4.	Classification and Salary Rates
5.	Preservation of Conditions for Staff Employed Under Previous Awards
6.	Job Evaluation
7.	Qualifications Review Committee
8.	Working Hours and Arrangements
9.	Conditions of Employment
10.	Training
11.	Use of Consultants and Contractors
12.	Employee Assistance Program
13.	Travel Passes
14.	Grievance and Dispute Procedures under this Award
15.	Saving of Rights
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Departmental Officer Salary Rates - Classification and Grades

1. Parties to the Award

The parties to this Award are:

Industrial Relations Secretary, the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation; and

Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

This Award shall be binding upon all parties defined herein.

2. Intention/Aims of the Award

This Award provides a framework for management and employees to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge, capabilities and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge, capabilities and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for employees, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, employee development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management):

Equitable development of employees to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and employees working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and employees maximising their contribution to the business of the Department.

3. Definitions

"Act" means the *Government Sector Employment Act 2013*.

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

"Department" means the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation, as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

"Departmental Officer" means employees in the Land & Property Information Division of the Department of Finance, Services and Innovation and employees who were formerly part of the Land and Property Management Authority in accordance with Clause 20 of the Public Sector Employment and Management (Departments) Order 2011, who are now employed in the Department of Industry, Skills and Regional Development.

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is assigned to a role classified under this award and includes an employee on probation, but does not include the Secretary, statutory appointees or Public Service senior executive as defined in the Act.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 Departmental Officer Salary Rates and applied to roles created in terms of the *Government Sector Employment Act 2013* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award.

"Industrial Relations Secretary" means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

"Public Service" means the Public Service of New South Wales, as defined in the *Government Sector Employment Act 2013*.

"Role" means a role as defined in section 3 of the *Government Sector Employment Act 2013*.

"Secretary" means the Secretary of the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation.

"Service" means continuous service for salary purposes.

4. Classification and Salary Rates

4.1 The classification under this Award is titled "Departmental Officer", eg Senior Surveyor, Departmental Officer Grade.

4.2 The salary rates are set out in Table 1 - Departmental Officer Salary Rates - Classification and Grades, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any variation or replacement award.

5. Preservation of Conditions for Staff Employed under Previous Awards

5.1 Preservation Rights: A Memorandum of Understanding regarding progression rights of PSA members was agreed in conjunction with the former Crown Employees (NSW Department of Lands - Conditions of Employment) Award 2004 published 2 September 2005 (353 IG 542), which took effect from 22 February 2005.

5.2 Lands Officers

Employees previously employed under the Crown Employees (Lands Officers - Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award published 23 June 2000 (316 I.G. 728) transferred to this award; however, employees who transferred to levels of General Scale, Grade 1-2 and Grade 3-4 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis in accordance with the prior award, to the equivalent salary of Lands Officer Level 3 year 2.

Lands Officers Level 4 transferred to this award. Any structural anomalies within Administrative and Clerical Officers Grade 5/6 created by the transition will be addressed in any new structure developed to meet the future business objectives of the Department.

- 5.3 Employees with a substantive salary equivalent to Grade 11 who occupy roles presently graded at A&C 11/12 or DITM Officer Grade 11/12

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) or the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 I.G. 628), with a substantive salary equivalent of A&C Grade 11, year 1 or year 2, and currently occupying ongoing roles of Grade 11/12 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis, to the equivalent salary of Clerk Grade 12, year 2.

- 5.4 Surveyors

Employees previously employed under the Surveyors, Trigonometrical and Cartographic Surveyors Agreement No. 2449 of 1982 transferred to this award (except that the progression barrier for registration requiring a Surveyor to become registered in terms of Section 10 of the Surveyors Act, 1929 are to be included in Role Descriptions where it would be a requirement to carry out the accountabilities of roles). Preservation of rights to progression under the prior award applies to Surveyors employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

- 5.5 Valuers

Employees previously employed under the Crown Employees (Regional Directors and Valuers - All Classes - Valuer General's Office, Department of Information Technology and Management) Award published 28 April 2000 (315 I.G. 238) transferred to this award. Preservation rights to progression under the prior award apply to Valuers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

- 5.6 DITM Employees

Employees previously employed under the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 IG 628) transferred to this award. Preservation rights to progression under the prior award apply to DITM Officers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

- 5.7 Clerks

Employees previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) transferred to this award. Preservation rights to progression under the prior award will apply to Clerks employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

- 5.8 Clerical Officers

Employees previously employed under the Clerical Officers All Departments Agreement No 2515 of 1988 transferred to this award.

- 5.9 Field Hands and Instrument Man

Employees previously employed under the Surveyors' Field Hands (State) Award published 23 November 2001 (329 IG 889) became permanent officers upon commencement of this Award on 22 February 2005 and classified as Departmental Officers and transferred to this award at their current salary. The grading of their jobs will then be determined in accordance with the outcome of job evaluation.

6. Job Evaluation

- 6.1 The job evaluation system agreed by the parties to this award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of roles within the Department will continue to be applied utilising the approved Job Evaluation policy and procedures.
- 6.2 The Job Evaluation Committee will comprise the Department's human resources Director as chair, a senior manager of the human resources area and two PSA representatives. The Job Evaluation Committee will identify those roles that should be evaluated.
- 6.3 The priority in which roles are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Department where the greatest benefit to employees in terms of equity will result. Evaluation of identified roles will be completed within 12 months.
- 6.4 Job Evaluation will be managed by the human resources area of the Department. Staff members and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process. Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Role Descriptions to ensure consistency in format and content.
- 6.5 Job evaluation allowance: Where an existing role has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the role, the current occupant of the role may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the role having been assigned following a process of competitive merit selection. Where the work has changed substantially or the role falls vacant the role should be filled by merit selection. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the Secretary on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.
- 6.6 All anomalies with the outcomes of job evaluation will be referred for resolution to the Transition Committee established under clause 5, Transition Arrangements of this award.

7. Qualifications Review Committee

- 7.1 A Qualifications Review Committee shall be convened and shall include representatives from management, unions and employees with expertise in the area of qualification. Such representation shall consist of two management representatives, two union nominees and may call on employees or external advisers with expertise in the area of the qualification being discussed. The Committee shall be constituted for the period of this award for the purpose of making recommendations to the Secretary.
- 7.2 The Committee shall from time to time sit to determine the appropriate skills and qualifications required for given roles within the Department. The Committee shall from time to time also consider the current status of qualifications that are used in this award in relation to the various levels of Departmental Officers as set out in the award. If agreement cannot be reached in this committee, the Secretary will facilitate a resolution.

8. Working Hours and Arrangements

The provisions of the Department of Lands Flexible Working Hours Agreement 2004 will apply with the exception of those employees exempted in that Agreement.

9. Conditions of Employment

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government Sector*

Employment Rules 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award or any awards replacing these awards.

10. Training

The parties agree that all employees shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of course fees for employees undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the role occupied. Where a Manager considers that the study does not relate directly to the role but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Secretary or their delegate will determine any appeal relating to decisions concerning payment of course fees.

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable employees to use the technological tools required to perform their duties;

Providing the training needed to ensure that those employees, whose performance has been identified as requiring improvement have every opportunity to improve their performance;

Equity of access to training and development opportunities for all employees, including part time employees;

Dependent care assistance (dependant care, by way of payment, may be provided to enable employees with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the employee;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employees exchange programs with the agreement of the employee.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist employees and management to determine appropriate training needs;

To include employees training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the Vocational Education and Training (VET) system - that is, the promotion and implementation of the Public Sector training package through the NSW Public Sector Industry Training Advisory Body (NSW PSITAB).

This includes embracing the development of a National Competencies training project encompassing:

An increase in the number of workplace trainers and assessors within the Department;

Time for trainers and assessors to recognise the current competencies held by Departmental Officers;

All in-house training to be in line with National Competency Standards so employees can work toward a nationally recognised public sector qualification.

11. Use of Consultants and Contractors

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Department agrees to consult with the Association on engagement and use of consultants and contractors

12. Employee Assistance Program

The Department will continue to make available to all its employees a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work related problems.

13. Travel Passes

The Department undertakes to allow salary deduction for public transport travel passes.

14. Grievance and Dispute Procedures under This Award

- 14.1 All grievances disputes or difficulties relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution to higher levels of authority in the Department, if required.
- 14.2 Employees are required to notify (in writing or otherwise) their immediate supervisor or 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.
- 14.3 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 Secretary or delegate.
- 14.4 The immediate supervisor, manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.

- 14.5 If the matter is unresolved with the immediate supervisor or manager, the employee may request to meet with the appropriate person at the next level of management in order to review the matter. This employee shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the senior manager of the work area who should include a representative from the human resources area in discussions.
- 14.6 In the event that the matter remains unresolved, the Secretary shall provide a written response within 21 days to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 14.7 An employee who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.
- 14.8 The employee or Association on his/her 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.
- 14.9 The employee and/or Association and/or the Secretary shall agree to be bound by a lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- 14.10 Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except in the case of a dispute involving Work, Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee, or member of the public.
- 14.11 These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

15. Saving of Rights

At the time of making this award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or reduction in his or her conditions of employment as a consequence of making this award.

16. Area, Incidence and Duration

- 16.1 The award shall apply to all employees employed in the classification of Departmental Officer in the Department of Industry, Skills and Regional Development and the Department of Finance, Services and Innovation.
- 16.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 2 August 2016.
- 16.3 Changes made to this award subsequent to it first being published on 26 December 2008 (366 I.G. 1501) have been incorporated into this award as part of the review.

PART B**MONETARY RATES****Table 1 - Departmental Officer Salary Rates**

Rates are effective from the beginning of the first full pay period to commence on or after 1 July 2016.

Departmental Officer Classifications and Grades		1.7.16 Per annum 2.50% \$
General Scale	Year 1	35,134
	Year 2	42,495
	Year 3	45,800
	Year 4	47,049
	Year 5	49,039
	Year 6	49,929
	Year 7	51,168
	Year 8	53,060
	Year 9	54,983
	Year 10	57,015
Grade 1-2 (Level 1)	Year 1	60,154
	Year 2	61,921
	Year 3	63,649
	Year 4	65,396
Grade 3-4 (Level 2)	Year 1	67,248
	Year 2	69,276
	Year 3	71,438
	Year 4	73,635
Grade 5-6 (Level 3)	Year 1	79,384
	Year 2	81,888
	Year 3	85,098
	Year 4	87,591
Grade 7-8 (Level 4)	Year 1	90,215
	Year 2	92,912
	Year 3	96,784
	Year 4	99,862
Grade 9-10 (Level 5)	Year 1	102,838
	Year 2	105,730
	Year 3	110,046
	Year 4	113,324
Grade 11 (Level 6)	Year 1	118,943
	Year 2	123,985
Grade 12 (Level 7)	Year 1	131,751
	Year 2	137,557
Senior Officer Grade 1 (Level 8)	Year 1	153,915
	Year 2	165,847
Senior Officer Grade 2 (Level 9)	Year 1	168,654
	Year 2	180,545
Senior Officer Grade 3 (Level 10)	Year 1	186,586
	Year 2	204,818

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

(385)

SERIAL C8543

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2016) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 2016/00187184)

Before Commissioner Murphy

21 June 2016

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations

Schedule B - Common Salary Points

PART B

MONETARY RATES

AWARDS

AGREEMENTS AND DETERMINATIONS

1. Title

This award will be known as the Crown Employees (Public Sector - Salaries 2016) Award.

2. Definitions

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (iii) "Secretary" means the Industrial Relations Secretary, as established under the Government Sector Employment Act 2013.

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
 - (a) a 2.5% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2016

4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the First State Superannuation Act 1992; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) Police Regulation (Superannuation) Act 1906;
 - (b) Superannuation Act 1916;
 - (c) State Authorities Superannuation Act 1987; or
 - (d) State Authorities Non-contributory Superannuation Act 1987,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

6. Grievance and Dispute Settling Procedure

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

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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 appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee or 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.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

7. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;

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

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

8. No Extra Claims

- (i) Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2017 by a party to this Award.

9. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
 - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
 - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2015) Award published 8 May 2015 (377 I.G. 505).
- (iv) This Award shall take effect on and from 1 July 2016 and shall remain in force until 30 June 2017.

SCHEDULE A

LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations

Awards:

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees Ageing, Disability and Home Care – NSW Department of Family and Community Services (Community Living Award) 2015

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

Crown Employees (Correctional Officers, Corrective Services NSW) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Departmental Officers) Award

Crown Employees (Department of Attorney General and Justice - Attorney General's Division) (Reporting Services Branch) Sound Reporters Award 2007

Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week Operational Staff 2012) Reviewed Award

Crown Employees (Department of Education and Communities - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Department of Education and Communities - Services Officers) Award

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2012

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Crown Employees (General Assistants in Schools - Department of Education) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2012

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust Division) Salaries Award

Crown Employees - Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2012

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (New South Wales Department of Family and Community Services) Residential Centre Support Services Staff Award 2015

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award

Crown Employees (NSW Department of Finance and Services, Government Chief Information Office) Award 2012

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Casino Inspectors Transferred from Department of Gaming and Racing Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Exhibition Project Managers and Project Officers) Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) State Library Security Staff Award 2007

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Special Constables) (Police Band) Award

Crown Employees (NSW Police Force Special Constables) (Security) Award

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Crown Employees (–Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Crown Employees (Parliament House Conditions of Employment) Award 2015

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2008

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Crown Employees (State Emergency Service) Region Controllers Award 2012

Crown Employees (Technical Officers - Treasury) Award

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Taronga Conservation Society Australia Salaried Employees Award

Agreements and Determinations:

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers
All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Community Offender Support Program Centres, Department of Corrective Services Determination No. 960 of 2008

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983

Computer Systems Officers -TAFE - Public Service Board Determination

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC),
Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of
Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services.
Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective
Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department
of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors Community Justice Centres, Department of the Attorney General Determination
No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination
No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Dental Auxiliaries (TAFE) - Public Service Board Advice 77/4514 of 14.7.82

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No.
473 of 1975

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening,
Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

Parliament House, Other Clerical Officers, Determinations of the Presiding Officers

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Student Association Officer, Department of Technical and Further Education Determination No. 5 of 2001

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

Visual Aids Officers Agreement No.1810 of 1971

SCHEDULE B

COMMON SALARY POINTS

- (i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

COMMON SALARY POINTS		
		1.7.16 Per annum 2.50% \$
Common Salary Point:	1	24,457
	2	26,095
	3	27,472
	4	29,127
	5	30,976
	6	33,054
	7	35,134
	8	37,542
	9	39,810
	10	42,109
	11	42,495
	12	42,874
	13	43,303
	14	43,753
	15	44,165
	16	44,675
	17	45,800
	18	46,251
	19	46,654
	20	47,049
	21	47,497
	22	47,940
	23	49,039
	24	49,521
	25	49,929
	26	50,334
	27	50,739
	28	51,168
	29	51,694
	30	52,136
	31	52,551
	32	53,060
	33	53,490
	34	53,992
	35	54,429
	36	54,983
	37	55,509
	38	55,970
	39	56,548
	40	57,015
	41	57,656
	42	58,108
	43	58,684
	44	59,120

	45	59,695
	46	60,154
	47	60,785
	48	61,290
	49	61,921
	50	62,523
	51	63,008
	52	63,649
	53	64,194
	54	64,754
	55	65,396
	56	66,009
	57	66,591
	58	67,248
	59	67,951
	60	68,582
	61	69,276
	62	69,929
	63	70,751
	64	71,438
	65	72,039
	66	72,890
	67	73,635
	68	74,174
	69	75,025
	70	75,766
	71	76,522
	72	77,174
	73	77,973
	74	78,592
	75	79,384
	76	80,259
	77	80,945
	78	81,888
	79	82,542
	80	83,439
	81	84,188
	82	85,098
	83	85,928
	84	86,684
	85	87,591
	86	88,376
	87	89,326
	88	90,215
	89	91,123
	90	92,026
	91	92,912
	92	93,772
	93	94,757
	94	95,776
	95	96,784
	96	97,798
	97	98,782
	98	99,862
	99	100,820
	100	101,851
	101	102,838
	102	103,822
	103	104,779

	104	105,730
	105	106,805
	106	107,887
	107	108,965
	108	110,046
	109	111,140
	110	112,228
	111	113,324
	112	114,430
	113	115,531
	114	116,632
	115	117,786
	116	118,943
	117	120,124
	118	121,318
	119	122,648
	120	123,985
	121	125,052
	122	126,110
	123	127,514
	124	128,917
	125	130,337
	126	131,751
	127	133,133
	128	134,528
	129	136,039
	130	137,557

PART B**MONETARY RATES****AWARDS****Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007**

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.16 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	29,127
Clerks General Scale step 2	6	33,054
Clerks General Scale step 3 - 1st year of service or 18 years	7	35,134
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	39,810
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	42,495
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	45,800
Clerks General Scale step 7	20	47,049
Clerks General Scale step 8	23	49,039

Clerks General Scale step 9	25	49,929
Clerks General Scale step 10	28	51,168
Clerks General Scale step 11	32	53,060
Clerks General Scale step 12	36	54,983
Clerks General Scale step 13	40	57,015
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	59,453
Grade 1		
1st year of service	46	60,154
Thereafter	49	61,921
Grade 2		
1st year of service	52	63,649
Thereafter	55	65,396
Grade 3		
1st year of service	58	67,248
Thereafter	61	69,276
Grade 4		
1st year of service	64	71,438
Thereafter	67	73,635
Grade 5		
1st year of service	75	79,384
Thereafter	78	81,888
Grade 6		
1st year of service	82	85,098
Thereafter	85	87,591
Grade 7		
1st year of service	88	90,215
Thereafter	91	92,912
Grade 8		
1st year of service	95	96,784
Thereafter	98	99,862
Grade 9		
1st year of service	101	102,838
Thereafter	104	105,730
Grade 10		
1st year of service	108	110,046
Thereafter	111	113,324
Grade 11		
1st year of service	116	118,943
Thereafter	120	123,985
Grade 12		
1st year of service	126	131,751
Thereafter	130	137,557

Crown Employees (Departmental Officers) Award

Departmental Officer		
Classifications and Grades		1.7.16 Per annum 2.50% \$
General Scale	Year 1	35,134
	Year 2	42,495
	Year 3	45,800
	Year 4	47,049
	Year 5	49,039
	Year 6	49,929
	Year 7	51,168
	Year 8	53,060
	Year 9	54,983
	Year 10	57,015
Grade 1-2 (Level 1)	Year 1	60,154
	Year 2	61,921
	Year 3	63,649
	Year 4	65,396
Grade 3-4 (Level 2)	Year 1	67,248
	Year 2	69,276
	Year 3	71,438
	Year 4	73,635
Grade 5-6 (Level 3)	Year 1	79,384
	Year 2	81,888
	Year 3	85,098
	Year 4	87,591
Grade 7-8 (Level 4)	Year 1	90,215
	Year 2	92,912
	Year 3	96,784
	Year 4	99,862
Grade 9-10 (Level 5)	Year 1	102,838
	Year 2	105,730
	Year 3	110,046
	Year 4	113,324
Grade 11 (Level 6)	Year 1	118,943
	Year 2	123,985
Grade 12 (Level 7)	Year 1	131,751
	Year 2	137,557
Senior Officer Grade 1 (Level 8)	Year 1	153,915
	Year 2	165,847
Senior Officer Grade 2 (Level 9)	Year 1	168,654
	Year 2	180,545
Senior Officer Grade 3 (Level 10)	Year 1	186,586
	Year 2	204,818

J.V. MURPHY, Commissioner

Department of Finance, Services and Innovation Flexible Working Hours Agreement 2016

Document number:	Version number: 5.0
Date: Thursday, June 16, 2016	

Contact details

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1. Title

- 1.1 This agreement shall be known as the Department of Finance, Services and Innovation Flexible Working Hours Agreement 2016.

2. Principles

- 2.1 This Agreement will apply to all employees of the Department and will operate in conjunction with the following principles:
- 2.1.1 The purpose of the Agreement is to modify Clause 21 Flexible Working Hours of the Award as it applies to the Department.
 - 2.1.2 The introduction of this Agreement is intended to improve the Department's organisational performance while providing flexibility for all employees to ensure that there is an appropriate balance between work and personal commitments.
 - 2.1.3 The Agreement aims to strengthen a genuine two-way cooperative workplace culture that fully takes into account our service obligations to the people of NSW.
 - 2.1.4 The PSA, PA, employees and management recognise that this will occur if all parties understand and accept the spirit of the Agreement, as well as its operation, and respect the needs of the organisation, our customers, co-workers, and individual employees.
 - 2.1.5 Customer service is a priority of the Department and needs to be a consideration when operating any flexible working arrangement.
 - 2.1.6 The Department and its employees shall take all reasonable steps to ensure that an employee does not regularly accumulate excess credit hours at the conclusion of settlement periods.
 - 2.1.7 It be recognised by all parties to the Agreement that due to the operational needs of the Department, and its customers all employees may not have equal access to flexible working arrangements.

For example, call centres and customer facing areas may have fixed operational requirements due to opening times and may not be able to offer their employees the same level of flexibility as other DFSI employees.

- 2.1.8 Actual working hours and patterns of work will be determined based on business and customer needs and by mutual agreement in advance between an employee and their manager.

The parties recognise that there may be a need for a manager to place an employee on standard hours. When based on reasonable business or team requirements, such a decision shall not constitute evidence of bullying, harassment or discrimination.

- 2.1.9 Decisions regarding working hours and patterns of work will be made in consultation with the employee by taking into account the following factors:

- (a) the operational needs of the Department and its customers;
- (b) the customer contact hours of the Department;
- (c) seasonal peaks of work within the Department;
- (d) the availability of necessary and productive work within the business unit;
- (e) the need to limit the working of overtime;
- (f) personal commitments and needs of employees, including family responsibilities;
- (g) WHS and equity issues; and
- (h) any other factors as may be agreed, from time to time, by the parties.

- 2.1.10 The accumulation of work time and taking of flex leave requires mutual agreement in advance between a staff member and their manager. The factors listed in 2.1.9 will also be taken into account when reaching such an agreement. The lack of agreement from an employee will not negate the ability of a manager to provide reasonable instructions/directions in line with this agreement and the business and customer needs of the Department.

- 2.1.11 No employee covered by the Agreement will suffer any loss or diminution in their conditions of employment as contained in the Award as consequence of this Agreement.
- 2.1.12 Other flexible work practices (eg working from home or satellite office policies) may be considered in conjunction with this Agreement.
- 2.1.13 Any disputes arising from the application of this agreement 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

3. Coverage

3.1 Inclusion

3.1.1 This Agreement applies to all on-going and temporary employees of the Department with the exception of those excluded in 3.2.

3.1.2 All employees, upon joining the Department, are to work in accordance with this Agreement.

3.2 Exclusion

3.2.1 This Agreement does not apply to the Chief Executive Service, Senior Executive Service, Senior Executives, Transitional Senior Executives, Senior Officers, casuals, contractors and named occupants of the positions of Manager Technical Services and Inspectors under the *MVRIC Enterprise Agreement 1994*.

4. Definitions

4.1 The following definitions apply throughout this Agreement:

- 4.1.1 **Accumulated work time (AWT)** is all time worked by Departmental employees within the bandwidth with the exception of paid overtime during a settlement period.
- 4.1.2 **Award** is the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or its replacement.
- 4.1.3 **Contract hours** for a settlement period shall be calculated by multiplying the employee's weekly contract hours by the twelve (12) weeks in a settlement period.
- 4.1.4 **Core time** is the period of time all employees of the Department should be at work. It is defined to enable service delivery and maintain customer contact hours.
- 4.1.5 **Customer contact hours** means the span of hours during which the Department's offices are open to external and internal clients.
- 4.1.6 **Employee** means all persons who are permanently or temporarily employed by the Department, in either a full or a part-time capacity, under the provisions of the *Government Sector Employment Act 2013*. This excludes the Chief Executive Service, Senior Executive Service, Senior Executives, Transitional Senior Executives, Senior Officers, casuals and named occupants of the positions of Manager Technical Services and Inspectors under the *MVRIC Enterprise Agreement 1994*.
- 4.1.7 **Flexible working hours credit** means the time which exceeds the contract hours for a settlement period and is able to be accumulated and carried over into the next settlement period under the Agreement.
- 4.1.8 **Flexible working hours debit** means the debit which arises when the actual hours worked in a settlement period, including approved leave taken during the settlement period and any carry over from the previous settlement period, are less than the contract hours for the period.

- 4.1.9 **Flex leave** is the term given to those periods of time that an employee may, subject to the approval of their manager and the principles of the Agreement, be absent from work.
- 4.1.10 **Minimum daily contract hours** for full-time workers shall be calculated by dividing the employee's weekly contract hours by the number of working days in an ordinary working week. The calculation for minimum daily contract hours does not change due to a public holiday falling within a working week.

For part time employees:

- a) the minimum daily contract hours for each working day shall be taken from the part time contract.
 - b) If daily hours for each working day are not specified in the part time contract, the same calculation for full time employees will be used for the part time employee.
- 4.1.11 **Settlement period** is twelve (12) consecutive weeks. The settlement periods for the purposes of recording attendance times and for flex leave shall coincide.
- 4.1.12 **Standard hours** are from 8.30 am to 4.30 pm, Monday to Friday, with a lunch break of one hour. Or as agreed by the employee and their manager for any 8 consecutive hours including an hour for lunch that is within bandwidth.

5. Operational Provisions

5.1 Bandwidth

- 5.1.1 Bandwidth is the period during the working day when all employees may work, record and accumulate credit for time worked.
- 5.1.2 The bandwidth is from 7.00 am to 7.00 pm, Monday to Friday.
- 5.1.3 Where business needs require (i.e. in areas where field work or frequent travel is required) management may approve that the bandwidth be varied to between the hours of 6.00 am and 10.00 pm. The earliest commencement of a bandwidth is 6.00 am and latest cessation is 10.00 pm.

The manager and employee must consider the Work Health and Safety implications when determining working hours.

- 5.1.4 Core time shall be between 10:00am and 3:00pm. Subject to business requirements, a manager and employee (or group of employees) may mutually agree to vary their core time to any floating period of five consecutive hours within the bandwidth, inclusive of the lunch break. Where no agreement is reached, or business needs require standard core-time during regular business hours, the standard core-time will be 10:00am – 3:00pm. This does not preclude the setting of a different standard core-time where business needs require other standard hours.
- 5.1.5 For the purposes of accumulation under Clause 5.4, time will not be credited to an employee for attendance outside the bandwidth.
- 5.1.6 Should an employee and their manager be unable to mutually agree on any adjustment under this Agreement, standard hours, or other times that the manager may direct the employee to work to meet the needs of the business and its customers, shall apply.

5.2 Daily hours worked

- 5.2.1 With consideration of business needs, an employee and their manager will determine starting and finishing times by mutual agreement.
- 5.2.2 All employees are entitled to work their minimum daily contract hours on any nominated normal working day. An employee cannot be directed to work less than the minimum daily contract hours on any nominated normal working day. However, depending on the operational needs of the unit, a manager may require employees to work only their minimum daily contract hours.
- 5.2.3 An employee may, subject to the approval of their manager, elect to work standard hours or minimum daily contract hours with fixed starting and finishing times.
- 5.2.4 A manager may, at the request of an employee, and in accordance with the provisions of this Agreement, vary the employees working hours at any time.
- 5.2.5 The maximum hours worked each day shall not exceed 10 hours on any one day. This may be varied subject to management approval.
- 5.2.6 A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to work requirements. Accumulation of additional flex time must be through the performance of productive work and is subject to management agreement in advance of business need.
- 5.2.7 Nothing in the Agreement shall prevent the Department from requiring an employee to work standard hours or limit flexible working hours arrangements where:
- a) operational demands require it; or
 - b) the employee requests to work standard hours and this request is agreed to by their manager, or
 - c) the Secretary finds, in accordance with the *Government Sector Employment Act 2013* that the employee is not observing the terms of the Agreement.

5.3 Lunch and meal breaks

5.3.1 An employee must take a meal break in accordance with the provisions of the award. The standard entitlement for a lunch break is 1 hour. This may be varied by mutual agreement to a minimum of 30 minutes and a maximum of 2.5 hours.

5.3.2 The scheduling and duration of lunch breaks are subject to the operational requirements of the Department, the needs of the employee and require the approval of the employee's manager.

5.4 Accumulation of work time within the settlement period

5.4.1 An employee may only accumulate AWT in excess of the minimum daily contract hours where management agree in advance that business needs requires them to work additional time. A manager may instruct an employee to work only minimum contract hours when additional work is unavailable. Such instruction will be considered reasonable management action.

5.4.2 All approved time worked during the settlement period in accordance with the Agreement (except paid overtime) will count towards the employee's AWT.

5.4.3 An employee should have worked their contract hours as AWT at the conclusion of a settlement period.

5.4.4 Where AWT results in more than 10 hours debit at the end of the settlement period, the employee will be required to use available accrued leave to cover the shortfall in hours. If the employee has no accrued leave available, leave without pay (LWOP) may be used.

5.4.5 An employee is entitled to accumulate and carry forward up to and including an additional 42 hours in excess of their contract hours.

5.4.6 Hours worked are to be monitored by the employee and their manager over the 12 week period, through the use of flex time records as set out in clause 5.5 of this agreement.

5.4.7 Employees cannot take more than six (6) days flex leave in a settlement period.

5.4.8 Banking of flex days is excluded by this agreement.

5.5 Monitoring of accumulated work time

5.5.1 Hours worked are to be monitored by the employee and their manager over the 12 week period through the use of flex time records. Managers should encourage employees not to work in excess of 42 credit hours in a settlement period.

5.5.2 Employees must ensure that a partially completed flex sheet is available for their manager in each two week lot of the 12 week settlement period to review in line with the pay cycle. The completed flex sheets should be submitted to the manager for approval within 2 days of each two week period ending.

5.5.3 An employee should notify their manager of excess credit hours where an employee has credit hours in excess of 42 credit hours at any point during the settlement period

5.5.4 The employee and their manager, upon notification of excess credit hours, shall devise a strategy in writing to reduce the excess credit hours.

5.5.5 Methods to ensure the reduction of excess credit hours may include:

- a) reducing the hours worked during the remainder of the settlement period; or
- b) the taking of flex leave to prevent the accumulation of hours at the end of the 12 week settlement period.
- c) the granting of additional full days, consecutive days, half days, or any combination of days and half days

5.6 Scheduling flex leave

5.6.1 Subject to the operational requirements and approval in advance by their manager, an employee may vary working hours to suit their particular needs or absent themselves from work using flex leave.

5.6.2 The taking and scheduling of flex leave will be made in an equitable, transparent and fair manner that takes into account its impact on all aspects of the Departments operations, including the impact on the employee's co-workers.

- 5.6.3 The scheduling of flex leave must be approved by management and flex leave should be scheduled at least five (5) days in advance. This may be varied subject to management approval.
- 5.6.4 The maximum flex leave able to be accessed by an employee is six (6) flex days per twelve (12) week settlement period.
- 5.6.5 Subject to the operational requirements and approval by their manager, an employee may schedule their approved flex leave as single days or half days or a combination of both.
- 5.6.6 An employee can take no more than six (6) consecutive flex days at any one time regardless of the settlement periods.
- 5.6.7 When considering the flex leave entitlements of this Agreement, employees and managers are to ensure that Award requirements that at least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Secretary in special circumstances.
- 5.6.8 Should an employee have an excess accrual of recreation leave of over thirty (30) days, flex leave cannot be taken and employees should be placed on standard hours so as to not accrue additional credit hours until recreation leave balance is below thirty (30) days.
- 5.6.9 If the application for flex leave is to combine the taking of flex leave with recreation leave and will result in the accrued recreation leave balance being less than thirty (30) days, then flex leave may be taken.
- 5.6.10 There is management flexibility for giving time off in lieu of lengthy out of hours travel or work time in accordance with the relevant provisions of the Award.

6. Additional flex parameters

6.1 Easter concessional half day

6.1.1 An employee working under the provisions of this Agreement may be allowed to take an additional half day flex leave, subject to operational and business requirements, on the Thursday preceding the Good Friday public holiday or a period as determined by New South Wales Industrial Relations subject to 6.1.2

6.1.2 All other provisions of this agreement are to apply including limits on the carryover at the end of the settlement period.

6.2 Overtime

6.2.1 The provisions of the Award will apply.

6.3 Natural emergencies and major transport disruption

6.3.1 An employee prevented from attending at a normal work location by natural emergency or by a major transport disruption may:

- a) Apply to vary the working hours as provided in Clause 16. Variation of Hours of the Award or its successor, and/or
- b) Negotiate an alternative working location with the Department; and/or
- c) Take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of the Award to cover the period concerned.

6.4 Emergency operations and deployment

6.4.1 This clause applies to employees who are required to work:

- a) for a declared emergency under the *State Emergency and Rescue Management Act 1989*
- b) or for a declared emergency by the Premier
- c) or are deployed elsewhere, either domestically or overseas, for an emergency operation.

6.4.2 With Secretary approval, this Agreement will be suspended for those employees required to work the emergency operations.

- 6.4.3 Employees required to work the emergency operations on a full time basis, including weekend work and rostered 24 hour operations, will revert to standard hours for the period involved in the emergency operations.

6.5 Separation from the Department

- 6.5.1 Where an employee gives notice of resignation, retirement or transfer to another government department, the employee will, with approval of their manager, take all reasonable steps to eliminate any accumulated credit or debit of hours, during the termination notice period.
- 6.5.2 Managers will, provided there is no negative impact on the Department's operations, facilitate the elimination of accumulated credit or debit hours by such employees so there is a zero flex balance on the last day with the Department.
- 6.5.3 Any residual credit hours will not be paid out upon separation from the Department.

6.6 Part-time Employees

- 6.6.1 All part-time employees, including those in job-sharing arrangements, have the same rights to flexible working hour arrangements as full-time employees. Flexible working hours credit and debit limits and the periods of flex leave permitted, will be the same as for a full-time employee.
- 6.6.2 Part-time employees may not be directed to work more than their pro-rata contract hours.
- 6.6.3 All other provisions of this Agreement apply to part-time employees.

7. Agreement Terms

7.1 Duration

- 7.1.1 This Agreement will operate for a period of two (2) years from the first full pay period commencing after July 1, 2016 or after the date the Agreement is made by the parties, whichever is later.
- 7.1.2 Twelve (12) months prior and no later than six (6) months prior to the end of the nominal term, all parties will review the operations of the Agreement in relation to its suitability to continue, to be amended or to be terminated.

7.2 Dispute concerning the Agreement

- 7.2.1 In accordance with the objectives of the Award, the parties shall co-operate in the monitoring and operation of this Agreement.
- 7.2.2 Any disputes concerning the Agreement will be dealt with in accordance with Clause 9 Grievance and Dispute Settling Procedures of the Award, or the relevant provision in any replacement Award.
- 7.2.3 In accordance with the principles of the Agreement, an employee may seek and rely upon the advice, assistance and/or representation of the PSA or PA at any stage.

7.3 Exit provisions

- 7.3.1 Should a machinery of government change make it necessary to adjust existing terms or accommodate new terms, a new Flexible Working Hours Agreement will be made within three months of those required changes.
- 7.3.2 At the end of those three months if there is no agreement between the parties for a new Flexible Working Hours Agreement, the prevailing provisions of flexible working hours contained within the Award or its replacement will apply.
- 7.3.3 Either party may terminate this Agreement on providing three months' notice to the other party and revert to the prevailing Award provisions of flexible working hours at the end of the notice period.

7.4 Changes to the Department

- 7.4.1 The parties recognise that changes to the make-up of the Department will occur from time to time. New divisions and / or departments will transition into the Department whether by machinery of government or other mechanisms, and some will leave the Department to reside elsewhere within the NSW Public Sector.
- 7.4.2 When other Divisions or departments come into the Department a transition plan will need to be agreed between the parties to ensure that all employees who have joined as part of these changes are covered by this Agreement within three months of the transition occurring.

8. Transitional Arrangements

8.1 Transitioning from terminated Flex Agreements

- 8.1.1 This clause contains the transitioning arrangements in place for the implementation of this Agreement
- 8.1.2 Employees in the classification of Senior Officer under the Award, will be entitled to work flexible working hours in a manner equivalent to the provisions of the agreement applicable to them in operation immediately prior to the signing of this agreement until they cease employment as a Senior Officer, or October 31, 2016, whichever is sooner.

8.2 Current Balance

- 8.2.1 At the time of implementation, current Flex Leave balances will be recorded separately and known as the transitional flex leave balance.
- 8.2.2 This transitional flex leave balance will be made up of any remaining banked leave (allowed for in the terminated agreements) or any additional flex leave properly accumulated prior to this Agreement taking effect.
- 8.2.3 Employees, with the approval of their manager, will be able to access this transitional balance of Flex Leave until the balance is reduced to nil.
- 8.2.4 Employees will have 36 weeks (three settlement periods) to use this transitional flex leave.
- 8.2.5 The provisions of clause 8.2 will also apply to banked Flex Leave which accumulated in accordance with legacy Flexible Hours Agreements.

9. Endorsement

This **AGREEMENT** was made on the _____ day of _____, 2016 **BETWEEN** the Public Service Association and Professional Officers Association Amalgamated Union of NSW, Professionals Australia and the Secretary, Department of Finance, Services and Innovation.

SIGNED BY

General Secretary,

Public Service Association of NSW

in the presence of:

.....

(Witness)

SIGNED BY

NSW Director,

Professionals Australia

in the presence of:

.....

(Witness)

SIGNED BY

As Secretary,)

Department of Finance, Services and Innovation)

in the presence of:)

.....

(Witness)

SIGNED BY

As Secretary for Industrial Relations,

in the presence of:

.....

(Witness)

CONSULTATIVE ARRANGEMENT

Policy and Guidelines

July 1997

FOREWORD

The development of this Consultative Arrangements policy and guidelines document marks the commitment of the NSW Government, in partnership with the Public Service Association, to improving and strengthening the practices of communication, participation and consultation across the NSW public service.

This document is a result of discussions between the parties to the Framework attached to the *Crown Employees (Public Sector Salaries August 1995) Consent Award*. It presents a structure for the development of a fair and cooperative relationship between management, employees and unions at the organisation level. Such a structure is more likely to contribute to improved productivity, efficiency and effectiveness of public service organisations.

The contents of this document are consistent with the provisions for consultation and participation in the NSW Industrial Relations Act 1996 and the shared belief of the parties that employees should have the opportunity to influence their work and their work environment.

Communication, participation and consultation are critical to fostering the motivation and commitment of employees towards organisational goals which are in the mutual interest of management, employees and unions. Equally, strengthening the cooperative and consultative approach to organisational relationships between managers, employees and the unions is fundamental to implementing productive reforms in public service organisations.

This policy and guidelines document is commended to all organisations. Organisations should review current arrangements and implement the step-by-step guidelines, as outlined, for achieving cooperative and effective consultative arrangements.

C Gellatly
Director-General
Premier's Department

Janet Good
General Secretary
Public Service Association of NSW

Gai Gregory
Industrial Officer
Labor Council of NSW

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POLICY

POLICY STATEMENT

The NSW Government and the Public Service Association of NSW share an understanding that communication, information sharing and consultation between management, employees and unions is critical to the development of a strong, vibrant, effective, equitable and efficient NSW public service. It is recognised that to achieve these objectives all public service organisations need to have effective channels of communication and consultative arrangements in place.

This agreed policy and guidelines statement sets out the procedures for genuine and ongoing commitment to consultation, effective communication and the facilitation of productive outcomes.

In a large number of NSW public service organisations, the effectiveness of a cooperative and participative approach has been demonstrated. Substantial improvements have been made in areas such as restructuring, training and development, occupational health and safety, workplace reform, performance acknowledgment, new work arrangements, the introduction of technology and the implementation of flexible work practices. However, scope exists for the wider application of consultative arrangements.

PURPOSE

The purpose of this document is to bring about fair and cooperative relations at the organisation level. It is also intended that these guidelines will provide the foundations for strengthening participation in implementing productive reforms in organisations.

WHAT IS CONSULTATION?

Consultation is an effective mechanism for management and employees, through their union, to meet on a regular basis in order to discuss and determine matters of common interest. It is about:

- accepting that there is a common interest in the success of the organisation;
- developing cooperative attitudes towards solving problems rather than resorting to confrontation; and
- recognising that all employees in the organisation have the potential to be innovative and creative about every aspect of their work.

Consultation occurs at both the sector-wide level and organisation level.

❖ **At the sector-wide level**

At the sector-wide level the Premier's Department/Public Employment Office, the Labor Council of NSW and public sector unions will continue their key role in promoting a cooperative approach between the parties and achieving a comprehensive and cohesive response on issues of broad concern that have an impact across the sector. The sector-wide arrangements in place are included at Appendix A.

❖ **At the organisation level**

Consultation enables employees, through their union(s), to participate in and influence decisions which directly affect them at the organisation level. It is a means of improving communication, information sharing and understanding.

It is agreed that there is no one approach to consultation that can be applied to all organisations. Specific arrangements should be determined jointly by management and the relevant union(s). It is necessary that the parties in the organisation agree on an effective approach to issues and on matters that may be subject to consultation.

Where an organisation has decentralised operations or is composed of a number of locations or has distinct work areas, the consultative arrangements, including the number of committees to be established, should be developed by the parties themselves taking into account the organisation's size, the nature of its operation, employee and clients needs, and local conditions. If there is more than one committee, consideration needs to be given to establishing a peak committee to ensure that an integrated and coordinated approach is maintained. This peak committee can also act as a central resource for the other committees.

Consultation is most readily achieved through management/union consultative committees formed to consult on either single or multiple issues involving or affecting the organisation or employees.

In large organisations good communication can be difficult to maintain. Consideration needs to be given to effective two-way communication, including both informal and formal processes. Extra effort at all levels in the organisation is required in order to maintain good communication.

Smaller organisations also require a sustained effort to ensure that the economies of scale provided by the size of the organisation are fully realised.

BACKGROUND

❖ **General**

In recent times the benefits of consultative arrangements within organisations have been widely recognised and have been set out in statements of intent, memorandums of understanding, consent awards, enterprise agreements and collateral agreements. In addition, long term benefits of consultation have been emphasised by the parties. It has been acknowledged that consultation is the key towards building a better workplace, achieving rewarding work and establishing shared goals between management and employees.

❖ **Research Findings**

Over the past five years or so research has been conducted to assess the impact of consultative arrangements on the productivity and performance of Australian workplaces¹. It also investigated whether consultative arrangements led to improved service delivery, better employee relations and the smoother introduction of workplace change.

This research found that the rate of impact of consultative arrangements was directly related to the “intensity” of collaboration between management and employees. It also found that where management properly consulted “the employees most affected” about the establishment and operation of consultative arrangements, it was more likely to lead to improved productivity and efficiency.

¹ Davis, E & Lansbury, R, (1996), *Managing Together: Consultation and Participation in the Workplace*, Longman, Melbourne

❖ **Australian Workplace Industrial Relations Survey**

The most comprehensive survey of Australian workplace industrial relations was undertaken in the early 1990s. This survey is known as the Australian Workplace Industrial Relations Survey². The survey encompassed both the public and the private sector. Evidence from the survey supported findings from a wide range of overseas studies which have demonstrated a positive relationship between “best practice” in workplace productivity and performance and the degree of consultation between management and employees.

It is also recognised that productivity, efficiency and effectiveness are influenced by the way conflicts at the workplace are resolved and by the ways in which common concerns are pursued.

Productivity and efficiency can be improved if organisations introduce consultative arrangements, ensure that the intensity of these arrangements is high and that the representation of employees is sufficiently high for the arrangements to both establish and maintain credibility.

Consultative arrangements are also being adopted by organisations as a strategy to gain and maintain a competitive advantage in their operations. This is occurring against a backdrop of a shift towards decentralisation, greater focus on cost efficiencies and an industrial relations system which emphasises enterprise bargaining on matters such as workplace reform, productivity and efficiency at the organisational level. It is essential that consultative arrangements in organisations are strengthened in order to enhance productivity, achieve improvement in performance and ensure employee involvement.

These factors have broadened the agenda of consultation to include work practices focused around the development of responsive, flexible organisations and, in the longer term, more innovative and strategic organisations. The broadening of the consultation agenda has required that participation and cooperation at the workplace is encouraged, particularly through the formal process of consultation.

❖ **1995 Survey of existing Consultative Arrangements in the NSW Public Service**

In August 1995 the Public Employment Office, as part of the requirements under the Framework Documents attached to the *Crown Employees (Public Sector Salaries August 1995) Award*, conducted a survey into existing consultative arrangements across the public service.

The survey sought to collect information to meet two objectives. The first objective was to explore the patterns of consultation at the organisation level with a view to mapping out the key features of consultative structures and processes across the service. The second objective was to collect information on the operational value of consultative arrangements already in place.

Approximately 90% of public service organisations reported that they had some form of formal consultative arrangements in place. Of these 63% indicated these arrangements were supported by informal mechanisms.

The survey findings demonstrated that the parties acknowledged the value of having formalised structures and that these arrangements:

- provided effective forums for the discussion of key issues, including the development of agreed implementation strategies;
- created a culture of trust and understanding between both parties; and
- assisted in achieving a more cooperative and harmonious workplace.

² Callus, R, Cully, M and Buchanan, J, (1991), *Industrial Relations at Work: The Australian Industrial Relations Workplace Survey*, Australian Government Printing Service, Canberra.

The establishment and operation of a Joint Consultative Committee was regarded as the most appropriate method to establish consultative arrangements. Organisations with decentralised structures reported that they had a number of regional committees that tended to report to a peak or corporate level committee.

In addition, a range of issue specific consultative committees were established to discuss and progress such items as:

- enterprise bargaining;
- occupational health and safety;
- training and development;
- equal employment opportunity;
- job evaluation;
- performance management; and
- quality customer service.

Membership of these committees included representatives from management, employees and unions.

The survey responses and subsequent discussions with the parties revealed that there exists scope to improve consultative arrangements in organisations, particularly in view of the emphasis on productivity improvements and the local level development of enterprise bargaining which benefit both employees and organisations.

BENEFITS OF IMPLEMENTING THE POLICY

In terms of the practical value of consultative arrangements, organisations shared a common view that such arrangements enhanced their organisational decision making, resolved problems at an earlier stage, improved communication and enabled the effective implementation of organisational change.

The following responses from organisations give an indication of the range of values that they placed on consultative arrangements:

- “assists resolution of disputes at the local level”;
- “provides for cooperative handling of issues by both parties”;
- “assists in improving customer service through improved internal communications”;
- “assists in smooth implementation of organisational changes”;
- “prevents issues from developing into major industrial matters”;
- “problems are kept to a minimum through consultative arrangements”;
- “gives commitment from both parties to providing solutions”; “effective and ensures employee involvement”;
- “union has been able to offer insight into certain issues during the restructuring period”;
- “assisted with implementing workplace reform initiatives”;
- “consultative mechanisms are very effective”;
- “open communication creating successful outcomes”; and
- “provides a good working relationship”.

POLICY PRINCIPLES

There are a number of basic principles that organisations need to consider when setting up effective consultative arrangements or strengthening existing arrangements. These are listed below:

- Communication, information sharing, consultation and negotiation are the key to developing cooperation and a spirit of trust between management, employees and unions.
- Joint understanding and common objectives are essential elements of effective consultative arrangements.
- The relevant union(s) is recognised as the legitimate representative of employees and the channel for negotiation.
- Provision to the union and its representatives of relevant and appropriate information is necessary to enable them to make informed contributions to Issues.
- Consultation and participation are dynamic processes. Organisational change, restructuring and reform require parties at the organisational level to accept the need for a long term perspective and commitment.
- The provision of a formal framework is essential to ensure that employees can effectively participate in and contribute to the decision making process.
- Wherever possible the suggested consultative arrangements should be discussed and agreed to by management and unions following consideration of the local needs and priorities of the organisation and its clients.
- While recognising that consultative arrangements do not necessarily eliminate organisational conflict, the development of a consultative and cooperative approach to issues should reduce the level of potential conflict.
- Consultation should not be regarded as a panacea. Its effectiveness depends on all parties working together to achieve common aims and objectives.

RELEVANT LEGISLATION

NSW Industrial Relations Act 1996

Public Sector Management Act 1988 and Regulation

NSW Occupational Health and Safety Act 1983

RELATED POLICIES

Managing Displaced Employees Policy

Technological Change Agreement

GUIDELINES

DIFFERENCE BETWEEN INFORMATION SHARING, CONSULTATION AND NEGOTIATION

Information sharing involves all employees and a participative and cooperative relationship at all levels of the organisation. Consultation and negotiation are only meaningful on a collective basis, with representatives able to speak for employees collectively. This representation is provided through the unions.

Effective organisational communication involves information sharing, consultation and negotiation which are all interdependent. Each organisation should have a formal communication plan which is an important foundation to ensure effective consultative arrangements. An overall communication plan is a commitment by the organisation to establish a two-way system which enables information to be shared efficiently in a manner which is understood. This includes communication at all levels within the organisation, between work groups, employees and relevant unions.

All union representatives and employees through information sharing should be kept informed of issues in the organisation in order to maximise their contribution to the consultative process. Types of information that should be communicated include information about the job, information about the organisation, proposed changes including restructures, and technology and information on current issues and performance.

Consultation is usually the preliminary stage to negotiation where issues are identified and clarified. Areas of agreement and disagreement arise at this stage.

Negotiation is a means by which different interests may be accommodated through the process of bargaining. Table 1 summarises the key differences between information sharing, consultation and negotiation.

Activity	Information Sharing	Consultation	Negotiation
Communication with unions and employees	<ul style="list-style-type: none"> – establish a climate of trust – act on information, provide relevant information – advise unions and employees on the reasons for decisions being taken 	seek ideas, comments and information before decisions are taken	inform employees and management
Process	<ul style="list-style-type: none"> – establish two way communication channels – use meetings and other forums to convey information 	openly discuss issues of common interest	accommodate needs & establish common interests
Responsibility for Implementation	– with management, other employees and unions	with management and unions	jointly with management and unions

Table 1: Key differences between information sharing, consultation and negotiation (Adapted from: NSW Department of Industrial Relations, “Joint Consultation”, 1996, p. 10)

It is important to note that information sharing is the first step to consultation. Consultation is the next step to negotiation. All parties at the organisation level need to clearly understand when they are either consulting or negotiating.

CONSULTATION AND ENTERPRISE BARGAINING

In order to achieve improvements at the organisation level, consultation and negotiation occurs between the parties based on local needs and priorities. Such matters may be progressed through enterprise bargaining following the commitment of the parties.

Consultation, participation, negotiation and enterprise bargaining are consolidated in the *NSW Industrial Relations Act* 1996. The desired role for consultation and enterprise bargaining is set out in section 3- Objects of the Act -as follows:

- “to promote participation in industrial relations by employees and employers at an enterprise or workplace level”;
- “to encourage participation in industrial relations by representative bodies of employees and employers and to encourage the responsible management and democratic control of those bodies”; and
- “to encourage and facilitate cooperative workplace reform and equitable, innovative and productive workplace relations”.

Enterprise bargaining through consultation and negotiation at the organisation level:

- encourages participation and cooperation at the workplace;
- facilitates the introduction of improvements to productivity , efficiency and effectiveness; and
- fosters the development of responsive, flexible organisations with cultures that are ethical, innovative and strategic in approach.

ISSUES SUBJECT TO CONSULTATION

Issues that may be discussed by consultative committees should be determined by agreement, in accordance with any agreed sector-wide framework. Examples include:

- enterprise bargaining;
- workplace reform;
- restructuring and redevelopment;
- moving to a more commercial focus;
- change to job design and work practices;
- classification structures;
- introducing flexible work practices;
- best practice systems;
- benchmarking;
- performance and quality issues;
- training and development;
- improved career paths;
- introducing team based approaches;
- service planning teams;
- staff turnover and absenteeism;
- occupational health and safety;

- equal employment opportunity;
- better use of existing technology; and
- introduction of new technology.

This list is not exhaustive but can be used as a starting point for the parties to reach agreement on which items will be the subject of consultation at the organisation. This will also assist the parties to work together to achieve a cooperative approach in the management of productive workplace change and reform. The latest Co-operative Negotiation Agenda to the *Crown Employees (Public Sector Salaries June 1997) Award* is also of assistance.

THE ROLE OF THE PARTIES

The achievement of trust, participation and cooperation between management and unions is recognised as essential in facilitating improvements in productivity and performance.

At the organisation level, this requires a clarity of purpose and intent, the commitment of senior management and union representatives focusing on contemporary approaches and adopting a strategic approach to achieve long term goals and interests.

The specific role of each of the parties is outlined below.

❖ **Management and employees**

Employees who are both informed and given the opportunity to participate in decision making that directly affects them are more likely to achieve a higher level of satisfaction, and are more likely to identify and contribute to the success of the organisation.

It is also recognised that although the primary responsibility of management is to take decisions to achieve the objectives of the organisation, the effectiveness and implementation of such decisions will be significantly enhanced by the involvement of employees.

Management has the right and the responsibility to advise and inform employees on any issue which directly or indirectly affects their employment or working conditions. Management should ensure that regular staff meetings are held in order that communication on such issues is clear and staff input invited.

To achieve an effective communication system and ensure consultative arrangements are in place, management should review their current processes of involvement and consultation so that they:

- enable employees to utilise their skills, knowledge and abilities in contributing to the corporate objectives of the organisation;
- build a relationship of information sharing and mutual trust; and
- provide all employees with the opportunity to influence decisions that affect their work and quality of life.

Cooperation and participation by employees will be dependent on management demonstrating their commitment to improving these relationships. Management's commitment to the development of a cooperative and participative approach must be clear, visible and continuous in all practices.

❖ **Unions**

The success of consultative arrangements necessitates the recognition of unions and their relationship with their members.

For formal consultation the legitimate representative of employees is the relevant union(s). Whilst union membership is voluntary, all employees should consider whether they wish to exercise their right of input into the formal consultative process and of representation in the process through union membership and participation in union activities.

Delegates at the organisation level are recognised representatives of the employees under the *NSW Industrial Relations Act 1996*. In addition, union delegates can contribute to effective communication within the organisation.

Unions give expert advice, the benefits of experience, different perspectives and practical assistance to the organisation and by doing so contribute to its success.

FACILITIES FOR UNION REPRESENTATIVES

In recognising that unions are the legitimate representatives of employees, the NSW Government assists unions in the workplace by providing appropriate support facilities for authorised union activities. These facilities include access to:

- telephone, facsimile and (where available), E-mail facilities;
- a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
- workplace conference or meeting facilities where available, for meetings with members, as negotiated between local management and the relevant union;
- a reasonable period of preparation time before
 - meetings with management;
 - disciplinary or grievance meetings where a union member requires the presence of a union delegate; and
 - any other meetings with management by agreement with management.

Other facilities for union representatives are contained in the draft module entitled *Trade Union Activities and Employee Consultation*. It is envisaged that this will form part of a Conditions of Employment Award that is currently being negotiated with the parties at the sector wide level.

Organisations are encouraged to develop additional arrangements appropriate to their local needs and operations.

ESTABLISHING EFFECTIVE CONSULTATIVE ARRANGEMENTS

The key to establishing effective consultative arrangements is planning and attention to detail.

Some problems that commonly arise in relation to the operation of consultative arrangements include:

- the misunderstanding of the role and scope of the committee, resulting from a lack of clarity about the range of issues to be discussed;
- the perceived lack of progress of committees which is usually directly related to inadequate meeting procedures in place; and
- the absence of a decision maker who has the authority and delegation to make decisions.

To overcome these problems it is necessary for management and unions to jointly consider how they envisage the practical operation of the consultative arrangements prior to their establishment.

Each organisation is best equipped to determine the form of consultation that is best for it, taking into account the interests of management, employees, unions, clients and the local operating environment. The step-by-step guidelines for establishing effective consultative arrangements at the organisation level are set out on page 15.

IMPLEMENTATION

At the organisation level, all organisations should review, strengthen or establish effective consultative arrangements through a cooperative and participative approach to dealing with workplace issues and changes. Strengthening existing practices of communication, information sharing and involvement of employees provide the foundation for effective cooperation. This includes allowing time for consultation prior to any changes being introduced into the workplace.

The step-by-step guidelines for establishing effective consultative arrangements provide a practical guide to the conduct of cooperative and productive industrial relations at the organisation level.

The Premier's Department will continue to provide further information, advice and assistance to those organisations that are strengthening their consultative arrangements.

COMMUNICATING THE POLICY AND GUIDELINES

Organisations need to ensure that there is a fair and cooperative relationship between the parties. Management, employees and union representatives should be encouraged to understand and apply these guidelines.

The following suggestions for communicating this policy and guidelines documents have proven to be useful and include:

- publicity materials such as brochures and posters;
- incorporate consultative arrangements into existing training and development activities;
- information sessions on the policy and guidelines document;
- discussion of the policy and guidelines document at staff meetings;
- articles published in the organisation's newsletter or bulletin;
- reminders attached to pay advice slips; and
- in response to the diversity of the organisation as appropriate:
 - the publication of materials in community languages;
 - the development of material for use by visually impaired people; and
 - the use of language interpreters for people with hearing impairments.

A STEP-BY-STEP GUIDE FOR ESTABLISHING EFFECTIVE CONSULTATIVE ARRANGEMENTS AT THE ORGANISATION LEVEL

These guidelines set out a practical step-by-step approach for the parties to establish effective consultative arrangements. It is recommended that consultative arrangements are set out in a formal document and include the following items.

PREAMBLE

The organisation and the relevant union(s) should consider stating at the outset their commitment to strengthening consultation in the workplace.

Both parties need to express an agreement to work through the consultative arrangements as set out in a document such as a statement of intent or memorandum of understanding.

OBJECTIVES

The parties need to discuss and reach agreement on the purpose and establishment of a framework which sets out the objectives for consultation.

This could include the following:

The purpose and objectives of these consultative arrangements is to establish a formal framework for the conduct of cooperative industrial relations which is aimed at:

- providing an opportunity for consultative decision making by the full involvement of the union(s) in the decision making process;
- improving the productivity, efficiency and effectiveness of the organisation;
- strengthening the working conditions of employees; and
- building a fair, cooperative and satisfying working environment for employees.

The objectives will clearly focus the parties throughout discussions and will assist in evaluating their success in achieving these objectives at the review stage.

CONSULTATIVE ARRANGEMENT

1. General

An ongoing formal consultative arrangement should be established, for example, between the Departmental Head and his or her nominees and the General Secretary of the union(s) and his or her representatives.

2. Frequency of Meetings

Meetings need to be frequent to get some momentum going while allowing for preparation and action to be taken between each meeting.

Meetings of the parties shall be on a frequent basis, at least every two months, or at the request of the Department Head and/or his or her nominee or the union(s).

3. Composition

The parties should jointly determine the size of the consultative committee. It is recommended that the maximum number of representatives on any committee be ten and it is generally desirable that the committee include equal numbers of management and union representatives. In organisations with a large number of unions other arrangements may be needed.

In determining the composition of the committee the following issues should be considered:

- the organisation's structure;
- existing consultative committees in place;
- the make-up of the workforce and having regard to gender and diversity issues;
- the size of the workforce;
- the number of distinct operations in the workplace; the work arrangements; and
- the nature of the operations, including shift and flexible work arrangements.

There must be effective links between committee members and the employees they represent to ensure they have a productive effect on the daily lives of employees.

If there is a need for more than one committee, a peak committee will be necessary to ensure a coordinated and integrated approach to issues at the workplace.

4. Conduct of Meetings

All meetings should be chaired and rotated between the Departmental Head or his or her nominee and the General Secretary or his or her nominee.

The meetings shall have a formal agenda and associated papers shall be prepared and distributed to the committee members at least five working days before the meeting. This arrangement should not preclude the tabling of additional information which might come to hand after the preparation of the agenda papers.

A formal record of the discussions at the meeting shall be prepared by the Department and jointly agreed upon by the committee members.

If urgent business arises and it is mutually agreed that it is impracticable to follow this arrangement the urgent matter is to be attended to as soon as possible.

5. Use of Sub-Committees

To further the process of consultation, sub-committees or working groups may be established from time to time to research, examine and make recommendations on issues to the committee. Those participating in these groups would provide the committee with special expertise and broaden the opportunity for other union members and managers to participate in the consultative process.

Some examples of sub-committees currently in place include:

- training and development;
- reorganisation;
- workplace reform;
- customer service; and
- job evaluation.

6. Confidentiality of Meetings

The parties should also determine how they will deal with matters of a confidential nature. To assist in deciding when a matter is confidential, the parties may need to consider the following issues:

the availability of information on the matter from other sources; the level of sensitivity of the matter; the likelihood of action in discussing the information; and the need for the union(s) to consult the affected members.

7. Recommendations made or Agreements reached by the Committee

The parties need to reach an agreement about the steps to be taken when making recommendations or achieving a final agreement on matters under consideration. Steps that need to be considered include the:

- information stage;
- discussion and identification of issues stage;
- options stage;
- recommendation and/or final agreement stage; and
- implementation and review stage.

The parties should take all reasonable steps to vest adequate authority in their nominees to consult fully and frankly with the view to reaching final agreement where practicable on matters under consideration.

Suggested practical steps to making recommendations or achieving a final decision in a consultative committee is outlined in Diagram 1 at page 18.

It should also be acknowledged that there will be some matters that either party is unable to finalise at the meeting and that such matters will need to be deferred for a decision.

8. Matters for Consultation

Agreement should be reached on those matters that the Department undertakes to discuss with the union(s). There needs to be a commitment to ensuring that there is an opportunity for the parties to consult on a matter prior to the implementation of any proposed changes.

Without limiting the scope of consultation, the primary matters for consultation by the committee shall be strategic and operational issues such as:

- organisational objectives and their implementation;
- organisational restructuring;
- organisational systems and procedures;
- organisational personnel and staffing practices;
- enterprise bargaining;
- accommodation and technological change issues;
- workload issues;
- training and development;
- initiatives for change including trials within the organisation;
- and other issues specified in any sector-wide framework agreement.

9. Future Meetings

The date of the next meeting of the consultative committee should be set at the close of business of the previous meeting.

10. Training of Committee Members

The committee should undertake to arrange practical training in meeting procedures to all members to ensure the effective operation of the committee.

11. Reporting Arrangements

The parties should agree on report back arrangements to employees on outcomes of the committee meetings. Reasonable time in normal business hours should also be made available for meetings for union committee members to report back to other members and to consider organisational proposals, as appropriate.

12. Consultation Outcomes

The parties need to consider and agree that the outcomes of consultative arrangements need to be seen by employees as useful and having clear and visible productive results.

The parties undertake to use their best endeavours to achieve productive results through good faith and cooperation.

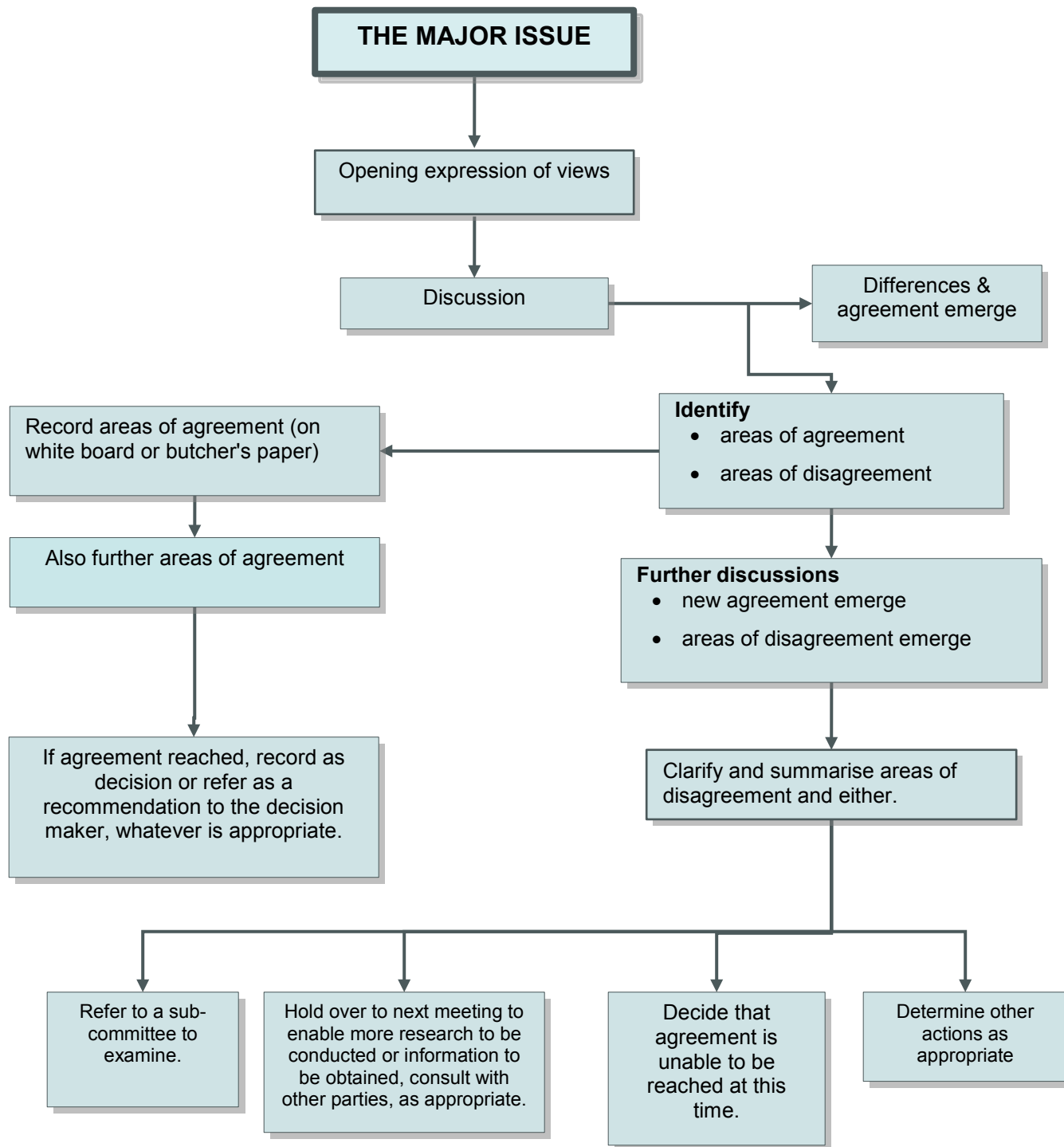
13. Review of Consultative Arrangement

A review of the workings of the Consultative Arrangement should occur:

- when there are any changes to any sector-wide framework; and
- when the parties agree that the review is needed.

Diagram 1: Steps to making recommendations or achieving a final decision in a consultative committee

[Adapted from TUTA, (1993) *Workplace Consultative Committee*, p 41]



FURTHER INFORMATION AND ASSISTANCE

ADVICE AND ASSISTANCE

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APPENDIX A.

Consultation at the sector-wide level

PREAMBLE

The NSW Government, the Labor Council of NSW and public sector unions have agreed and established formal and ongoing consultative arrangements.

These consultative arrangements are not to operate to the exclusion of mechanisms which a union might establish to further the day-to-day business of the union or for the benefit of its members.

MEMBERSHIP OF THE FORUM

The membership of the consultative forum includes:

- the Director General of the Premier's Department or nominee
- the Director of Employee Relations of the Premier's Department or nominee
- the Labor Council officer with responsibility for the public sector
- officers of the following unions:
 - Public Service Association of NSW;
 - NSW Police Association;
 - Australian Services Union;
 - Health and Research Employees Association;
 - NSW Fire Brigade employees' union;
 - NSW Teachers' Federation;
 - NSW Nurses' Association;
 - Australian Workers' Union/Federation of Industrial Manufacturing Employees;
 - Construction, Forestry, Mining and Energy Union;
 - Media, Entertainment and Arts Alliance;
 - Association of Professional Engineers Scientists and Managers, Australia; and
 - Australian Salaried Medical Officers' Federation -NSW.
- other unions as appropriate given the nature of the business before the forum.

MEETINGS OF THE FORUM

The forum meets on a monthly basis on the first Tuesday of each month.

OBJECTIVES OF THE FORUM

The forum acts as a formal mechanism for information exchange, discussion of current issues in the NSW public sector and the implementation aspects of government policy or referring discussion of matters of concern.

The objectives of the forum are to improve the quality of consultation between the parties on issues relating to the NSW public sector and provide the appropriate mechanism for discussion of key issues on policy and strategy prior to changes being implemented.