

INSURANCE AND CARE NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW (ICARE).

(Case No. 208916 of 2017)

Before Chief Commissioner Kite

14 July 2017

AWARD

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

The conditions of employment contained in Part B of this award apply only to Administration and Clerical Officers.

The conditions of employment contained in Part C of this award apply only to Departmental Professional Officers.

The conditions of employment contained in Part D of this award apply only to Legal Officers.

The conditions of employment contained in Part E of this award apply only to Senior Officers.

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ALL STAFF MEMBERS

2. Title

This award shall be known as the Insurance and Care NSW Award 2017

3. Definitions

- 3.1 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.
- 3.2 Administrative and Clerical Officer means all persons employed in ongoing, temporary, casual or other employment under the *State Insurance and Care (NSW) Act 2015* and relevant parts of the *Government Sector Employment Act 2013*, appointed to positions classified under the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and who, as at the operative date of this award, were occupying one of the positions transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.3 Appropriate People Leader means the roles within icare accountable and with relevant delegations of authority for people leadership.
- 3.4 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.5 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.6 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.7 Birth means the birth of a child and includes stillbirth.
- 3.8 Board means the Board of Insurance and Care NSW.
- 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 an employee engaged in terms of Part 4 Division 5 43 (4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 3.11 CEO&MD means the Chief Executive Officer and Managing Director of Insurance and Care NSW or a person authorised by the and Chief Executive Officer and Managing Director.
- 3.12 Chief People Officer means the Group Executive role accountable for icare's People and Cultural leadership.
- 3.13 Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.14 Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.15 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the Flexible Working Hours Agreement and which do not attract payment for overtime, unless otherwise prescribed in this award.
- 3.16 Day worker means a staff member, 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.
- 3.17 Departmental Professional Officer means an officer who has a degree of a recognised University requiring a minimum of three years full-time study or an officer deemed by the Chief People Officer to hold equivalent qualifications.
- 3.18 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.19 Executive is an employee employed pursuant to section 16 of the *State Insurance and Care Governance Act 2015*, who by virtue of the provision of this act are excluded from the provisions of this Award.
- 3.20 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.21 Extended leave means extended (long service) leave to which a staff member is entitled under clause 61 of this award.
- 3.22 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.
- 3.23 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.24 Flexible working hours scheme means the scheme outlined in clause 22, Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.
- 3.25 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 21.16 of clause 22, 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 staff member.

- 3.27 Full pay or half pay means the staff member'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 position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.30 Full-time staff member means a staff member 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 job classification.
- 3.31 Group Executive means the CEO&MD and his direct leadership reports who hold Group Executive or equivalent leadership roles
- 3.32 Half day means half the standard contract hours for the day.
- 3.33 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.34 icare means Insurance and Care NSW as established pursuant to the *State Insurance and Care (NSW) Act 2015*
- 3.35 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.36 Legal Officer means and includes all persons who are graduates in Law from either a recognised University or College of Advanced Education or who possess qualifications deemed by the Chief People Officer to be equivalent or who have qualified to be admitted as a Barrister or Solicitor of the Supreme Court of New South Wales, permanently or temporarily employed by Insurance and Care NSW and who are occupying one of those positions covered by this award, or who are appointed to or employed in one such position.
- 3.37 Local Arrangement means an agreement reached at the organisational level between the Chief People Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 3.38 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.
- 3.39 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under the Flexible Working Hours Agreement, the hours of duty the appropriate People Leader requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.40 Normal work means, for the purposes of subclause 8.10 of clause 8, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.41 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.42 On duty means the time required to be worked for icare. For the purposes of clause 44, Trade Union Activities Regarded as On Duty of this Award, on duty means the time off with pay given by icare 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.

- 3.43 On loan means an arrangement between Insurance and Care NSW and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse Insurance and Care NSW for the staff member's salary and associated on-costs.
- 3.44 On special leave means the staff member 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.
- 3.45 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification set out in Part F Monetary Rates of this award and calculated using the formula set out in clause 13, Casual employment of this award.
- 3.46 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the appropriate People Leader, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty.
- 3.47 Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.48 Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.
- 3.49 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.50 Part-time staff member means a staff member 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.
- 3.51 Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working the Flexible Working Hours Agreement, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.
- 3.52 Prescribed starting time means, for a staff member not working under the Flexible Working Hours Agreement, the commencement of standard daily hours of that staff member. For a staff member working under the Flexible Working Hours Agreement, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.53 Public holiday means a day proclaimed under the *Public Holidays Act 2010*, as a public holiday.
- 3.54 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.
- 3.55 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.56 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.57 Rostered Day Off means, for the purposes of clause 23, Rostered Days Off for 38 Hour Week Workers of this award, a day off in a regular cycle at a time operationally convenient.
- 3.58 Secondment means an arrangement agreed to by the Chief People Officer, the staff member and another Government Sector Agency, a public 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 also to comply with Part 5 of the *Government Sector Employment Act 2013*.

- 3.59 Secretary means the NSW Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.
- 3.60 Senior Officer means and includes all persons permanently or temporarily employed under the provisions of the transitional provisions of the *Government Sector Employment Act 2013*, and who, as at the operative date of this Award were occupying one of the positions transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.61 Shift worker - Continuous Shifts means a staff member 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 appropriate People Leader.
- 3.62 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.63 Staff member means an officer or temporary employee employed under the *State Insurance and Care Governance Act 2015*, and includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 76, Parental Leave of this award, staff member means a female staff member.
- 3.64 Standard hours are set and regular hours of operation as determined by the Chief People Officer in accordance with any direction from the Industrial Relations Commission. 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.
- 3.65 Standby means an instruction given by the appropriate People Leader to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.66 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 Group Executive, if the activities to be undertaken are considered to be of relevance or value to the Insurance and Care NSW and/or the Government Sector.
- 3.67 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to Insurance and Care NSW and/or Government Sector.
- 3.68 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Group Executive to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.69 Technical Officer means and includes all persons employed in ongoing, temporary, casual or other employment under the *Government Sector Employment Act 2013*, and who, as at the operative date of this award, were occupying one of the transferred to Insurance and Care NSW, or who, after that date, are appointed to or employed in one such position.
- 3.70 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.
- 3.71 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.72 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.

- 3.73 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 staff members placed on loan to the Association for an agreed period of time.
- 3.74 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.75 Workplace Management means the appropriate People Leader or any other person authorised by the Group Executive 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:

Insurance and Care NSW; 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 Insurance and Care NSW and the Association.

6. Coverage

The provisions of this award shall apply to officers, temporary employees and casual employees (as specified in the award) as defined in the *State Insurance and Care Governance Act 2015* and any remaining transitional former executives as defined in Clause 8 of Schedule 4 of the *Government Sector Employment Act 2013*. This Award shall not apply to Executives as defined within section 16 of the *State Insurance and Care Governance Act* or any employee remunerated at a level greater than the maximum of Grade 12 of the Administrative and Clerical Officers' scale as detailed in Part F - Monetary Rates of this Award except a transitional former executive.

If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009 (the Conditions Award) is varied, or any existing Public Sector Determination which operated as at the effective date of this Award, the variation will be discussed at a meeting between the PSA and the Chief People Officer of icare, which shall occur within 21 days of either party informing the other of the approval of the variation to the Conditions Award by the Industrial Relations Commission. The presumption will be that this Award will be varied to reflect the variation to the Conditions Award unless it is not relevant to icare. The meeting between the PSA and the Chief People Officer will determine the appropriateness and wording of any variation. The onus will be on icare to justify or prove that the proposed variation is not relevant to icare.

6A. Statement of Intent

This Award aims to consolidate, in the one document, all common conditions of employment of staff employed by Insurance and Care NSW, to encourage the consultative processes at service-wide and various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that any excess hours, accumulated as a result of Insurance and Care NSW work requirements, are not forfeited.

7. Work Environment

- 7.1 The parties to this award are committed to providing and maintaining a work environment that complies with all relevant Work Health Safety and Workers Compensation and Injury Management legislation.
- 7.2 Equality in employment - icare is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.

- 7.3 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 staff are required to refrain from, or being party to, any form of harassment in the workplace.

8. Grievance and Dispute Settling Procedures

- 8.1 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 icare, if required.
- 8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 8.3 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 Group Executive or delegate.
- 8.4 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.
- 8.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Group Executive.
- 8.6 If the matter remains unresolved, the Chief People Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.7 A staff member, at any stage, may request to be represented by the Association.
- 8.8 The staff member or the Association on their behalf or the CEO&MD may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 8.9 The staff member, Association and the CEO&MD shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 8.10 Whilst the procedures outlined in subclauses 8.1 to 8.10 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 occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 9.1 The entitlement to salary package in accordance with this clause is available to:
- 9.1.1 ongoing full-time and part-time staff members; and
- 9.1.2 temporary staff members, subject to icare's convenience; and

- 9.1.3 casual employees, subject to icare's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 9.7.
- 9.2 For the purposes of this clause:
- 9.2.1 "salary" means the salary or rate of pay prescribed for the staff member's classification by Part F of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 9.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 9.3 By mutual agreement with the Chief People Officer, a staff member may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 9.3.1 a benefit or benefits selected from those approved by the Chief People Officer; and
- 9.3.2 an amount equal to the difference between the staff member's salary, and the amount specified by the Chief People Officer for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 9.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 9.5 The agreement shall be known as a Salary Packaging Agreement.
- 9.6 Except in accordance with subclause 9.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Chief People Officer at the time of signing the Salary Packaging Agreement.
- 9.7 Where a staff member makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the staff member may elect to have the amount sacrificed:
- 9.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 9.7.2 where icare is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 9.7.3 subject to icare's agreement, paid into another complying superannuation fund.
- 9.8 Where the staff member makes an election to salary sacrifice, icare shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 9.9 Where the staff member makes an election to salary package and where the staff member is a member of a superannuation scheme established under the:
- 9.9.1 *Police Regulation (Superannuation) Act 1906*;
- 9.9.2 *Superannuation Act 1916*;
- 9.9.3 *State Authorities Superannuation Act 1987*; or
- 9.9.4 *State Authorities Non-contributory Superannuation Act 1987*,

icare must ensure that the staff member'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.

- 9.10 Where the staff member makes an election to salary package, and where the staff member is a member of a superannuation fund other than a fund established under legislation listed in subclause 9.9 of this clause, icare 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 icare may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 9.11 Where the staff member makes an election to salary package:
- 9.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 9.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the staff member's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the staff member under Part F of this Award if the Salary Packaging Agreement had not been entered into.
- 9.12 The Chief People Officer 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.
- 9.13 The Chief People Officer 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 staff member may elect to terminate the Salary Packaging Agreement.

SECTION 2 - ATTENDANCE/HOURS OF WORK

10. Local Arrangements

- 10.1 Local arrangements may be negotiated between the Chief People Officer and the Association in respect of the whole of icare or part of icare in relation to any matter contained in this Award.
- 10.2 All local arrangements negotiated between the Chief People Officer and the Association must:
- 10.2.1 be approved by the CEO&MD; 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 a Flexible Working Hours Agreement between icare and the Association in respect of the provisions contained in clause 25, 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 22, Flexible Working Hours of this award shall apply.

- 10.4 Attendance and the accrual of flexible working hours credit - A staff member 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 a staff member 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 staff and the manner of their recording, shall be as determined from time to time by the appropriate People Leader in accordance with any direction of the Chief People Officer. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this Award.
- 11.2 The staff member in charge of a division or branch will be responsible to the Group Executive for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The appropriate People Leader may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 11.3.2 any risk to staff member'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 appropriate People Leader regarding the working of the additional hours, and by the staff member 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 appropriate People Leader shall ensure that all staff members employed in icare 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. Calculation of Service

- 12.1 In calculating years of service for staff members the following aggregate periods of leave without pay shall not be taken into account:
- 12.1.1 Recreation Leave - Leave Without Pay which when aggregated, exceeds 5 working days in any period of 12 months
 - 12.1.2 Sick Leave - Leave Without Pay of 21 days or more
 - 12.1.3 Increments - Leave Without Pay of 5 days or more defers the increment date

12.1.4 Leave Loading - Leave Without Pay which when aggregated, exceeds 5 working days in any period of 12 months

13. Casual Employment

13.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.

13.2 Hours of Work

13.2.1 A casual employee is engaged and paid on an hourly basis.

13.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.

13.2.3 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 position.

13.3 Rate of Pay

13.3.1 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.

13.3.2 Casual employees 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.

13.3.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

13.3.4 The loadings specified in paragraph 13.3.2 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.

13.4 Overtime

13.4.1 Casual employees 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 position; 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.

13.4.2 Overtime rates will be paid in accordance with the rates set in clause 82, Overtime Worked by Day Workers of this award.

13.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 13.3.2 of this clause.

13.4.4 The loading in lieu of annual leave as set out in paragraph 13.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

13.5 Leave

13.5.1 Other than as described under subclauses 13.5, 13.6 and 13.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

13.5.2 As set out in paragraph 13.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

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

13.5.4 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) icare 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.

13.6 Personal Carers entitlement for casual employees

13.6.1 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 73.4.2 of 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 13.6.4, and the notice requirements set out in paragraph 13.6.5 of this clause.

13.6.2 The appropriate People Leader 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.

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

13.6.4 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.

13.6.5 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.

13.7 Bereavement entitlements for casual employees

13.7.1 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).

13.7.2 The appropriate People Leader 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.

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

13.7.4 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.

13.8 Application of other clauses of this Award to casual employees

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

11	Working Hours
17	Variation of Hours
18	Natural Emergencies and Major Transport Disruptions
20	Public Holidays
21	Standard Working Hours
22-25	relating to Flexible Working arrangements
28	Excess Travelling Time
29	Waiting Time
39	Room at Home Used as Office
44-58	relating to Trade Union activities
54	Travelling and other costs of Trade Union Delegates
58	Leave - General Provisions
58-76	relating to the various Leave provisions
78	Study Assistance
79	Shift Work
80-81	relating to Overtime
83-84	relating to Recall to Duty, On-Call and Stand-by Arrangements
88	Payment for Overtime or Leave in Lieu
89	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

14. Part-Time Employment

14.1 General

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

14.1.2 Part-time work may be undertaken with the agreement of the appropriate People Leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

14.1.3 A part-time staff member is to work contract hours less than full-time hours.

14.1.4 Unless otherwise specified in this Award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

14.1.5 Before commencing part-time work, the appropriate People Leader and the staff member must agree upon:

- (a) the hours to be worked by the staff member, 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 staff member; and
- (c) the classification applying to the work to be performed;

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

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

14.2 Additional hours

14.2.1 The appropriate People Leader may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members 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 22 of this award, or a Local Agreement made in accordance with clause 10 of this award, have the time worked credited as flex time.

14.2.2 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 87, Rate of Payment for Overtime of this Award.

15. Morning and Afternoon Breaks

Staff members 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. Staff members, 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.

16. Meal Breaks

- 16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that: -
- 16.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- 16.1.2 where the nature of the work of a staff member or a group of staff members 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 Chief People Officer and the Association to provide for payment of a penalty.

16A. Lactation Breaks

- 16A.1 This clause applies to staff members 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.
- 16A.2 A full-time staff member or a part-time staff member 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.
- 16A.3 A part-time staff member 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.
- 16A.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member 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 staff member.
- 16A.5 icare shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 16A.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 staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 16A.7 Staff members 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.
- 16A.8 Staff members 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 70, Sick Leave of this Award, or access to the flexible working hours scheme provided in clause 22, Flexible Working Hours of this Award, where applicable.

17. Variation of Hours

- 17.1 If the appropriate People Leader is satisfied that a staff member is unable to comply with the general hours operating in icare because of limited transport facilities, urgent personal reasons, community or family reasons, the appropriate People Leader may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 17.1.1 the variation does not adversely affect the operational requirements;
- 17.1.2 there is no reduction in the total number of daily hours to be worked;

- 17.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 17.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- 17.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- 17.1.6 ongoing arrangements are documented; and
- 17.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

18. Natural Emergencies and Major Transport Disruptions

- 18.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - 18.1.1 apply to vary the working hours as provided in clause 17, Variation of Hours of this award; and/or
 - 18.1.2 negotiate an alternative working location with the icare; and/or
 - 18.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

19. Notification of Absence from Duty

- 19.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 19.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate People Leader, the amount representing the period of absence shall be deducted from the staff member's pay.

20. Public Holidays

- 20.1 Unless directed to attend for duty by the appropriate People Leader, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - 20.1.1 a public holiday throughout the State; or
 - 20.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
 - 20.1.3 a day between Boxing Day and New Year's Day determined by the CEO&MD
- 20.2 A staff member required by the appropriate People Leader 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.
- 20.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

21. Standard Working Hours

- 21.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under the Flexible Working Hours Agreement, would equal the contract hours required to be worked under the Agreement. Standard hours could be full time or part-time.

- 21.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the appropriate People Leader. Where time off has been granted, such time shall be made up as set out in subclause 21.4 of this clause.
- 21.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the appropriate People Leader approves, make the time up in accordance with subclause 21.4 of this clause.
- 21.4 Making up of Time - The time taken off in circumstances outlined in subclauses 21.2 and 21.3 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 staff member and the appropriate People Leader.

22. Flexible Working Hours

- 22.1 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 agreement.
- 22.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this award, and consistent with subclause 22.1 of this clause, a flexible working hours scheme in terms of this subclause may operate, subject to operational requirements, as determined by the appropriate People Leader.
- 22.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in icare, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 22.11, 22.13 and 22.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 22.4 Exclusions - Flexible working hours shall not apply to staff members who work:
 - 22.4.1 a 38 hour week and are entitled to a rostered day off in a regular cycle; or
 - 22.4.2 permanent standard hours; or
 - 22.4.3 according to a shift roster.
- 22.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 22.6 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.
- 22.7 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.
- 22.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the CEO&MD. 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.
- 22.9 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.
 - 22.9.1 For time recording purposes the settlement period and flex leave must coincide.

- 22.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief People Officer may extend the affected settlement period by a further 4 weeks.
- 22.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 22.11 Flexible working hours credit - a staff member 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.
- 22.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member 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 staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 22.13 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:
- 22.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 22.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 22.13.3 Any debit of hours outstanding on a staff member'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 government sector organisation under the mobility provisions of Part 5 of the *Government Sector Employment Act 2013*.
- 22.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 22.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- 22.14.2 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
- 22.14.3 In such other circumstances as have been negotiated between the Chief People Officer and the Association under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 22.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 22.16.2 of this clause.
- 22.15 Where a staff member ceases duty in icare in order to take up employment in another Government sector, public service or public sector organisation, the same provisions as apply to recreation leave under Part 3, Division 2 of the Government Sector Employment Regulation 2014, Cross-government sector leave arrangements shall apply to the accrued but untaken or not forfeited flex leave.

- 22.16 Flex leave - Subject to operational requirements:
- 22.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
 - 22.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 22.11 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.
 - 22.16.3 Flex leave may be taken on consecutive working days.
 - 22.16.4 Absences on flex leave may be combined with other periods of authorised leave.
 - 22.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this Award.
- 22.17 Absence during coretime - Where a staff member 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 60, Absence from Work of this Award.
- 22.18 Standard hours - Notwithstanding the provisions of this clause, the appropriate People Leader may direct the staff member to work standard hours and not flexible hours:
- 22.18.1 where the appropriate People Leader decides that the working of flexible hours by a staff member or members does not suit the operational requirements of icare, the Association shall be consulted, where appropriate; or
 - 22.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 22.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of icare, 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.

23. Rostered Days Off for 38 Hour Week Workers

- 23.1 The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.
- 23.2 Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
- 23.2.1 Except as provided in paragraph 23.2.2 of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
 - 23.2.2 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 staff member resumes duty.
 - 23.2.3 Exception - Notwithstanding the provisions of paragraph 23.2.2 of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- 23.3 In the event of unforeseen circumstances or icare's operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- 23.4 Where seasonal or school vacation considerations affect icare operations, rostered days off may be accrued and taken during a less active period.
- 23.5 A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.

- 23.6 Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

24. Non-Compliance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, icare shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 7 of the Government Sector Employment Rules 2014.

25. Flexible Work Practices

Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement.

26. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 52 (1) of the *Government Sector Employment Act 2013* 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, shall continue to apply until renegotiated.

SECTION 3 - TRAVEL ARRANGEMENTS

27. Travelling Compensation

- 27.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by icare.
- 27.2 The appropriate People Leader shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 27.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members 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.
- 27.4 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.
- 27.5 icare will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 27.6 Subject to subclause 27.14 of this clause, a staff member who is required by the appropriate People Leader 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 staff member's residence in order to perform the work.
- 27.7 If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 27.8 For the first 35 days, the payment shall be:
- 27.8.1 where icare elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 5 - Allowances of Part F Monetary Rates and
 - (b) incidentals as set out in Item 3 of Table 5 - Allowances of Part F Monetary Rates, and

- (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 27.8.2 where icare elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 5 - Allowances of Part F 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 5 - Allowances of Part F Monetary Rates.
- 27.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the appropriate People Leader that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 27.10 Where a staff member is unable to so satisfy the appropriate People Leader, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 27.11 After the first 35 days - If a staff member is required by the appropriate People Leader to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 5 - Allowances of Part F Monetary Rates.
- 27.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 27.11 of this clause, icare could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 27.13 The return of a staff member 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.
- 27.14 This clause does not apply to staff members who are on an employee-initiated secondment as outlined in Part 5 of the *Government Sector Employment Act 2013*.

28. Excess Travelling Time

- 28.1 Excess Travelling Time - A staff member directed by the appropriate People Leader to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the appropriate People Leader's discretion, be compensated for such time either by:
- 28.1.1 Payment calculated in accordance with the provisions contained in this clause; or
 - 28.1.2 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 staff member's manager.
- 28.2 Compensation under paragraphs 28.1.1 and 28.1.2 of this clause shall be subject to the following conditions:
- 28.2.1 On a non-working day - subject to the provisions of paragraphs 28.3.4, 28.3.5, 28.3.6 and 28.3.7 of this clause, all time spent travelling on official business;
 - 28.2.2 On a working day - subject to the provisions of subclause 28.3 of this clause, all time spent travelling on official business outside the usual hours of duty, provided that the period for which compensation is being sought is more than a half an hour on any one day.

- 28.3 Compensation for excess travelling time shall exclude the following:
- 28.3.1 Time normally taken for the periodic journey from home to headquarters and return;
 - 28.3.2 Any periods of excess travel of less than 30 minutes on any one day;
 - 28.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - 28.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
 - 28.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
 - 28.3.6 Working on board ship where meals and accommodation are provided;
 - 28.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
 - 28.3.8 Time within the flex time bandwidth;
 - 28.3.9 Travel overseas.
- 28.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- | | | | | |
|---------------|---|--------|---|----------------------|
| Annual salary | X | 5 | X | 1 |
| 1 | | 260.89 | | Normal hours of work |
- 28.5 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.
- 28.6 Staff members 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.
- 28.7 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.

29. Waiting Time

When a staff member 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 28, Excess Travelling Time of this award

30. Meal Expenses on One-Day Journeys

- 30.1 A staff member who is authorised by the appropriate People Leader to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 5 of Part F Monetary Rates for: -
- 30.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - 30.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

30.1.3 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 staff member's normal headquarters at the time of taking the normal lunch break.

31. Restrictions on Payment of Travelling Allowances

- 31.1 An allowance under clause 27, Travelling Compensation of this award is not payable in respect of:
- 31.1.1 Any period during which the staff member 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;
 - 31.1.2 Any period of leave, except with the approval of the appropriate People Leader or as otherwise provided by this clause; or
 - 31.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 31.2 A staff member who is in receipt of an allowance under clause 27, Travelling Compensation shall be entitled to the allowance in the following circumstances:
- 31.2.1 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 staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
 - 31.2.2 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 staff member'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.

32. Increase Or Reduction in Payment of Travelling Allowances

- 32.1 Where the Group Executive is satisfied that a travelling allowance is:
- 32.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - 32.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

33. Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Group Executive is prepared to accept other evidence from the staff member.

34. Travelling Distance

The need to obtain overnight accommodation shall be determined by the appropriate People Leader having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members 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 appropriate People Leader.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

35. Allowance Payable for Use of Private Motor Vehicle

- 35.1 The appropriate People Leader may authorise a staff member to use a private motor vehicle for work where:
- 35.1.1 Such use will result in greater efficiency or involve icare in less expense than if travel were undertaken by other means; or
 - 35.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 35.2 A staff member who, with the approval of the appropriate People Leader, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 5 of Part F 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 35.4 of this clause.
- 35.3 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.
- 35.3.1 The casual rate is payable if a staff member elects, with the approval of the appropriate People Leader, 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.
 - 35.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- 35.4 Deduction from allowance
- 35.4.1 Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member'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.
 - 35.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 35.4.3 of this subclause.
 - 35.4.3 Designated headquarters
 - (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member 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) A staff member'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.
 - 35.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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 staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

35.4.5 Where a headquarters has been designated per paragraph 35.4.3 of this subclause and the staff member 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.

35.4.6 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 icare 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.

35.5 The staff member 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* (NSW), a comprehensive motor vehicle insurance policy to an amount and in a form approved by the appropriate People Leader.

35.6 Expenses Such as Tolls Etc. Shall be Refunded to Staff Members Where the Charge Was Incurred During Approved Work Related Travel.

35.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 4 of Table 5 - Allowances of Part F Monetary Rates.

36. Damage to Private Motor Vehicle Used for Work

36.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by icare, provided:

36.1.1 The damage is not due to gross negligence by the staff member; and

36.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.

36.2 Provided the damage is not the fault of the staff member, icare shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:

36.2.1 The damage was sustained on approved work activities; and

36.2.2 The costs cannot be met under the insurance policy due to excess clauses.

37. Overseas Travel

Unless the Group Executive determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by icare to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

38. Exchanges

- 38.1 The Group Executive may arrange two way or one way exchanges with other organisations both public and private, if icare or the staff member will benefit from additional training and development which is intended to be used in the carrying out of icare's business.
- 38.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Group Executive according to the individual circumstances in each case (Item 6 of Table 5 - Allowances of Part F Monetary Rates).
- 38.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 48, Conditions Applying to On Loan Arrangements of this Award apply to staff members who are loaned to the Association.

39. Room at Home Used as Office

- 39.1 Where no office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, icare will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 7 of Table 5 - Allowances of Part F, Monetary Rates is payable for the use of a room at home as an office.
- 39.2 Where an office exists in a particular location - Where an office or offices already exist in a particular location but the staff member 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 icare policy. The allowance set out in subclause 39.1 of this clause shall not apply in these circumstances.
- 39.3 Requirements - Arrangements under subclauses 39.1 or 39.2 of this clause shall be subject to:
 - 39.3.1 A formal agreement being reached in respect of the hours to be worked; and
 - 39.3.2 The duties of the Person Conducting the Business or Undertaking under relevant Work Health Safety legislation to provide a safe work environment.

40. Uniforms, Protective Clothing and Laundry Allowance

- 40.1 Uniform, etc. provided by icare - A staff member who is required or authorised by icare to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by icare with such clothing and shall be paid an allowance at the rate specified in Item 9 of Table 5 - Allowances of Part F, Monetary Rates for laundering the uniform or protective clothing.
- 40.2 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 icare.
- 40.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

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

- 41.1 Where damage to or loss of the staff member'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 icare covering the damage to or loss of the personal property of the staff member.
- 41.2 If a claim under subclause 41.1 of this clause is rejected by the insurer, the Group Executive may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 41.2.1 Is due to the negligence of icare, another staff member, or both, in the performance of their duties; or
- 41.2.2 Is caused by a defect in a staff member's material or equipment; or
- 41.2.3 Results from a staff member's protection of or attempt to protect icare property from loss or damage.
- 41.3 Compensation in terms of subclause 41.2 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 Group Executive 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.
- 41.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 41.5 Compensation for the damage sustained shall be made by icare 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.

42. Community Language Allowance Scheme (CLAS)

- 42.1 Staff members 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 staff members are not:
- 42.1.1 Employed as interpreters and translators; and
- 42.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position,
- shall be paid an allowance as specified in Item 10 of Table 5 - Allowances of Part F Monetary Rates, subject to subclauses 42.2 and 42.3 of this clause.
- 42.2 The base level of the CLAS is paid to staff members who:
- 42.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
- 42.2.2 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.
- 42.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- 42.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the appropriate People Leader; or

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

43. First Aid Allowance

- 43.1 A staff member 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 11 of Table 5 - Allowances of Part F, Monetary Rates.
- 43.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member 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.
- 43.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- 43.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
- 43.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.
- 43.4 The First Aid Allowance shall not be paid during leave of one week or more.
- 43.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 43.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet icare's needs, and the cost of retraining First Aid Officers, are to be met by icare.

44. Review of Allowances Payable in Terms of This Award

- 44.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:
- 44.1.1 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 27, Travelling Compensation;
 - (b) Clause 30, Meal Expenses on One Day Journeys; and
 - (c) Clause 87, Overtime Meal Allowances.
- 44.1.2 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 in the Federal Budget or by the Australian Taxation Office (ATO) if not provided in the Federal Budget:
- (a) Clause 35, Allowances Payable for the Use of Private Motor Vehicle.
- 44.1.3 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 39, Room at Home Used as Office; and

(b) Clause 87, Overtime Meal Allowances.

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

(a) Clause 42, Community Language Allowance Scheme (CLAS);

(b) Clause 43, First Aid Allowance;

(c) Clause 85, On-Call (Stand-by) and On-Call Allowance.

SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

45. Trade Union Activities Regarded as on Duty

45.1 An Association delegate will be released from the performance of normal duties 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:

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

45.1.2 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;

45.1.3 Giving evidence in court on behalf of the employer;

45.1.4 Appearing as a witness before the Government and Related Employees Appeal Tribunal;

45.1.5 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;

45.1.6 Presenting information on the Association and Association activities at induction sessions for new staff of icare; and

45.1.7 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.

46. Trade Union Activities Regarded as Special Leave

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

46.1.1 Annual conferences of the Association;

46.1.2 Meetings of the Association's Executive, Councils, Industry and Advisory Groups;

- 46.1.3 Annual conference of Unions NSW and the Australian Council of Trade Unions;
- 46.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
- 46.1.5 Attendance at meetings called by the Board, as the employer for industrial purposes, as and when required;
- 46.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
- 46.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 45, 46 and 47 apply.

47. Trade Union Training Courses

- 47.1 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association will attract the grant of special leave. A maximum of 12 working days in any period of 2 years applies to this training and is subject to: -
 - 47.1.1 The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - 47.1.2 Payment being at the base rate, i.e. excluding extraneous payments such as shift allowance/penalty rates, overtime, etc.;
 - 47.1.3 All travelling and associated expenses being met by the staff member or the Association;
 - 47.1.4 Attendance being confirmed in writing by the Association or a nominated training provider.

48. Conditions Applying to on Loan Arrangements

- 48.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
 - 48.1.1 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.
 - 48.1.2 Briefing counsel on behalf of the Association;
 - 48.1.3 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;
 - 48.1.4 Country tours undertaken by a member of the executive or Council of the Association;
 - 48.1.5 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.
 - 48.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association: -
 - (a) icare will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;

- (b) icare 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 icare and the Association.

48.1.7 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.

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

48.1.9 Where the Chief People Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the CEO&MD for determination after consultation with the Chief People Officer and the Association.

49. Period of Notice for Trade Union Activities

The Chief People Officer 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.

50. Access to Facilities by Trade Union Delegates

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

50.1.1 Telephone, facsimile, internet and email facilities;

50.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

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

51. Responsibilities of the Trade Union Delegate

51.1 Responsibilities of the Association delegate are to:

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

51.1.2 Participate in the workplace consultative processes, as appropriate;

51.1.3 Follow the dispute settling procedure applicable in the workplace;

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

51.1.5 Account for all time spent on authorised Association business;

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

51.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief People Officer and the Association; and

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

52. Responsibilities of the Trade Union

52.1 Responsibilities of the Association are to:

52.1.1 Provide written advice to the Chief People Officer 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;

52.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 53.1.3 of Responsibilities of Workplace Management of this Award;

52.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;

52.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;

52.1.5 Apply to the Chief People Officer well in advance of any proposed extension to the "on loan" arrangement;

52.1.6 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

52.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

53. Responsibilities of Workplace Management

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

53.1.1 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;

53.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

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

53.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

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

53.1.6 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 53.1.5;

53.1.7 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;

53.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

53.1.9 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.

54. Right of Entry Provisions

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

55. Travelling and Other Costs of Trade Union Delegates

- 55.1 Except as specified in paragraph 53.1.3 of 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.
- 55.2 In respect of meetings called by the workplace management in terms of paragraph 53.1.3 of 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 27, Travelling Compensation, 30, Meal Expenses on One-Day Journeys, or 31, Restrictions on Payment of Travelling Allowances of this Award.
- 55.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from icare, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 55.4 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 icare by the Association or the staff member.

56. Industrial Action

- 56.1 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 8, Grievance and Dispute Settling Procedures).
- 56.2 There will be no victimisation of staff members prior to, during or following such industrial action.

57. Consultation and Technological Change

There shall be effective means of consultation, as set out in the relevant Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between icare and Association.

58. Deduction of Trade Union Membership Fees

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

SECTION 6 - LEAVE

59. Leave - General Provisions

- 59.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief People Officer and the Association in terms of clause 10, Local Arrangements of this Award.

- 59.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this Award on a pro rata basis, calculated according to the number of hours worked per week.
- 59.3 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

60. Absence from Work

- 60.1 A staff member must not be absent from work unless reasonable cause is shown.
- 60.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 60.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the appropriate People Leader shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 60.4 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.
- 60.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

61. Applying for Leave

- 61.1 An application by a staff member for leave under this award shall be made to and dealt with by the appropriate People Leader.
- 61.2 The appropriate People Leader shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of icare permit this to be done.

62. Extended Leave

62.1 Definition of "service"

62.1.1 For the purposes of Extended leave, service includes:

- (a) in the case of a staff member who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
- (b) service occurring before 24 February 2014, including service of the kind referred to in paragraph (a).

62.1.2 Subject to clauses 62.2.3 and 62.3.3 for the purpose of determining whether or not a staff member has completed at least 10 years' service, as referred to in subclause 62.1.1(a), the staff member's period of service is taken:

- (a) to include any period of leave without pay taken before 13 December 1963, and
- (b) to exclude any period of leave without pay taken after 13 December 1963.

62.2 Extended leave entitlements generally

62.2.1 After service for 7 years or more but not more than 10 years, a staff member is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 2 months on full pay, or

- (b) 4 months on half pay, or
 - (c) one month on double pay,
- for 10 years served.

62.2.2 After service for more than 10 years, a staff member is entitled to extended leave under subclause 62.2.1 in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 5 months on full pay, or
 - (b) 10 months on half pay, or
 - (c) 2.5 months on double pay,
- for each 10 years served after the first 10 years.

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

62.3 Entitlement to extended leave if employment terminated in special circumstances

62.3.1 This clause applies to a staff member with at least 5 years' service but less than 7 years' service whose services are terminated:

- (a) by the staff member for reasons of illness, incapacity or domestic or other pressing necessity, or
- (b) by icare for reasons other than for misconduct.

62.3.2 The staff member is entitled to:

- (a) for 5 years' service-one month's leave on full pay, and
- (b) for further service in excess of 5 years-additional leave proportionate to the staff member's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.

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

62.4 Payment of accrued leave on termination of employment

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

62.4.2 Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' extended leave, if taken, would have commenced.

62.5 Leave to be paid out to dependants in cases of death

62.5.1 If a staff member has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:

- (a) the staff member's spouse, or

- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief People Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

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

62.5.2 If a staff member with at least 5 years' service but less than 7 years' service dies:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief People Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave that would have accrued to the staff member had his or her services terminated as referred to in clause 62.3.1.

62.5.3 If there is a guardian of any child referred to in subclause 62.5.1(b) or 62.5.2(b), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.

62.5.4 If:

- (a) no person is entitled to receive a payment under subclause 62.5.1 or 62.5.2, or
- (b) it appears to the Chief People Officer that more than one person is entitled as a spouse to a payment under subclause 62.5.1 or 62.5.2,

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

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

62.5.6 In this clause, spouse of a staff member includes a de facto partner of the staff member at the time of his or her death.

Note. De facto partner is defined in section 21C of the *Interpretation Act 1987*.

62.6 Leave entitlement reduced by leave already taken or paid out

62.6.1 The following amounts of extended leave are to be deducted from a staff member's extended leave entitlement:

- (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
- (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
- (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
- (d) for each period of extended leave in respect of which the staff member has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.

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

62.6.3 In subclause 62.6.2, public holiday means any special or public holiday for which the staff member is entitled to payment.

63. Family and Community Service Leave

63.1 The appropriate People Leader shall grant to a staff member 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 63.2 of this clause. The appropriate People Leader may also grant leave for the purposes in subclause 63.3 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.

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

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

63.2.2 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;

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

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

63.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the appropriate People Leader considers the granting of family and community service leave to be appropriate in a particular case.

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

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

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

63.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 73.4.2 of Sick Leave to Care for a Family Member of this Award.

63.5 Family and community service leave shall accrue as follows:

63.5.1 two and a half days in the staff member's first year of service;

63.5.2 two and a half days in the staff member's second year of service; and

63.5.3 one day per year thereafter.

63.6 If available family and community service leave is exhausted as a result of natural disasters, the Group Executive shall consider applications for additional family and community service leave, if some other emergency arises.

- 63.7 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 a staff member.
- 63.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 82, 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.
- 63.9 The appropriate People Leader 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.

64. Leave Without Pay

- 64.1 The appropriate People Leader may grant leave without pay to a staff member if good and sufficient reason is shown.
- 64.2 Leave Without Pay May be Granted on a Full-Time Or a Part-Time Basis.
- 64.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- 64.4 Where a staff member 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.
- 64.5 A staff member 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 Group Executive.
- 64.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 64.7 No paid leave shall be granted during a period of leave without pay.
- 64.8 A permanent appointment may be made to the staff member's position if:
 - 64.8.1 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
 - 64.8.2 the staff member is advised of icare's proposal to permanently backfill their position; and
 - 64.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - 66.8.4 icare advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 64.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 64.10 The staff member does not cease to be employed by icare if their position is permanently backfilled.
- 64.11 Subclause 64.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 67.9.1(a) of Parental Leave or to military leave.

65. Military Leave

- 65.1 During the period of 12 months commencing on 1 July each year, the appropriate People Leader may grant to a staff member 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 staff member's unit.
- 65.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 65.3 Up to 24 working days military leave per financial year may be granted by the appropriate People Leader 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 65.1.
- 65.4 A appropriate People Leader may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 65.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 64.3 of this clause may be granted Military Leave Top Up Pay by the Group Executive.
- 65.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 65.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and icare will continue to make superannuation contributions at the normal rate.
- 65.8 At the expiration of military leave in accordance with subclause 65.3 or 65.4, the staff member shall furnish to the appropriate People Leader a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

66. Observance of Essential Religious Or Cultural Obligations

- 66.1 A staff member of:
- 66.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 66.1.2 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.
- 66.2 Provided adequate notice as to the need for leave is given by the staff member to icare and it is operationally convenient to release the staff member from duty, the appropriate People Leader must grant the leave applied for by the staff member in terms of this clause.
- 66.3 A staff member 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 appropriate People Leader, subject to:
- 66.3.1 Adequate notice being given by the staff member;
- 66.3.2 Prior approval being obtained by the staff member; and
- 66.3.3 The time off being made up in the manner approved by the appropriate People Leader.

66.4 Notwithstanding the provisions of subclauses 66.1, 66.2 and 66.3, arrangements may be negotiated between icare and the Association in terms of clause 10, Local Arrangements of this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

67. Parental Leave

67.1 Parental leave includes maternity, adoption and "other parent" leave.

67.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:

67.2.1 For a period up to 9 weeks prior to the expected date of birth; and

67.2.2 For a further period of up to 12 months after the actual date of birth.

67.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

67.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:

67.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

67.3.2 For such period, not exceeding 12 months on a full-time basis, as the appropriate People Leader may determine, if the child has commenced school at the date of the taking of custody.

67.3.3 Special Adoption Leave - A staff member 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.

67.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

67.4.1 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;

67.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 67.4.1. 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.

67.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member 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 staff member:

67.5.1 applied for parental leave within the time and in the manner determined set out in subclause 67.10; and

67.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

67.5.3 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.

67.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:

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

67.6.2 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;

67.6.3 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.

67.7 A staff member 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:

67.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

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

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

67.8 Except as provided in subclauses 67.5, 67.6 and 67.7, parental leave shall be granted without pay.

67.9 Right to request

67.9.1 A staff member who has been granted parental leave in accordance with subclause 67.2, 67.3 or 67.4 may make a request to the appropriate People Leader 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 staff member in reconciling work and parental responsibilities.

67.9.2 The appropriate People Leader shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or icare's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

67.10 Notification Requirements

67.10.1 When icare is made aware that a staff member or their spouse is pregnant or is adopting a child, the appropriate People Leader must inform the staff member of their entitlements and their obligations under this Award.

67.10.2 A staff member who wishes to take parental leave must notify the appropriate People Leader 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 66.9 of this clause.
- 67.10.3 At least 4 weeks before a staff member'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.
- 67.10.4 Staff member's request and the appropriate People Leader's decision to be in writing
- The staff member's request under paragraph 66.9.1 and the appropriate People Leader's decision made under paragraph 67.9.2 must be recorded in writing.
- 67.10.5 A staff member 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 appropriate People Leader 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 appropriate People Leader agrees.
- 67.10.6 A staff member on maternity leave is to notify icare of the date on which she gave birth as soon as she can conveniently do so.
- 67.10.7 A staff member must notify icare as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 67.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of icare and any number of times with the consent of icare. In each case she/he must give icare at least 14 days' notice of the change unless the appropriate People Leader decides otherwise.
- 67.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 67.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 67.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 67.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the appropriate People Leader approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 67.14 A staff member 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) must be given.
- 67.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member 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.

- 67.16 A staff member 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.
- 66.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 67.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - 67.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
 - 67.17.3 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.
- 67.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the appropriate People Leader, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 67.19 If such adjustments cannot reasonably be made, the appropriate People Leader must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 66.20 Communication during parental leave
- 67.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, icare shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member 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 position the staff member held before commencing parental leave.
 - 67.20.2 The staff member shall take reasonable steps to inform the appropriate People Leader about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - 67.20.3 The staff member shall also notify the appropriate People Leader of changes of address or other contact details which might affect icare's capacity to comply with paragraph 67.20.1.

68. Purchased Leave

- 68.1 A staff member may apply to enter into an agreement with icare to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 68.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account the business needs and work demands.
 - 68.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

- 68.1.3 The leave will count as service for all purposes.
- 68.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- 68.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- 68.2.2 To calculate the purchased leave rate of pay, the staff member'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.
- 68.3 Purchased leave is subject to the following provisions:
- 68.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 68.3.2 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.
- 68.3.3 Sick leave cannot be taken during a period of purchased leave.
- 68.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 68.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 68.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 68.4 Specific conditions governing purchased leave may be amended from time to time by the Chief People Officer in consultation with the Association. The Board may make adjustments relating to their salary administration arrangements.

69. Recreation Leave

- 69.1 Accrual
- 69.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members 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.
- 69.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, 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.
- 69.1.3 Recreation leave accrues from day to day.
- 69.2 Limits on Accumulation and Direction to Take Leave
- 69.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the appropriate People Leader in special circumstances.
- 69.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the appropriate People Leader according to the wishes of the staff member.
- 69.2.3 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to

take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to icare.

69.2.4 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member 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 icare.

69.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the icare must cooperate in this process. icare may direct a staff member with more than 8 weeks to take their recreation leave so that it reduces to below 8 weeks.

69.3 Conservation of Leave - If the appropriate People Leader is satisfied that a staff member 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 appropriate People Leader shall:-

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

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

69.3.3 An appropriate People Leader will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.

69.4 Miscellaneous

69.4.1 Unless a local arrangement has been negotiated between the Chief People Officer 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.

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

69.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 69.4.4.

69.4.4 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.

69.4.5 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 69.4.4 shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).

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

69.4.7 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 67, Parental Leave of this award.

69.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.

69.4.9 A staff member to whom paragraph 69.4.8 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.

- 69.5 Death - Where a staff member 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.
- 69.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:
- 69.6.1 To the widow or widower of the staff member; or
- 69.6.2 If there is no widow or widower, to the children of the staff member 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
- 69.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief People Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 69.6.4 If there is no person entitled under paragraphs 69.6.1, 69.6.2 or 69.6.3 to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 69.7 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 80.7 or 80.8 respectively of clause 80, Shift Work of this Award.
- 69.8 Recreation leave does not accrue during leave without pay other than
- 69.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 69.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 69.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 69.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 69.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 69.9 A staff member entitled to additional recreation leave under paragraph 69.1.2, or under paragraphs 80.7.6 or 80.8.5 of clause 80, Shift Work of this Award, can elect at any time to cash out the additional recreation leave.

70. Annual Leave Loading

- 70.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, 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 70.2 to 70.6, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 70.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member: -
- 70.2.1 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.

- 70.2.2 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.
- 70.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 70.3.1 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
- 70.3.2 17½% annual leave loading.
- 70.4 Maximum Loading - the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 70.5 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.
- 70.6 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:
- 70.6.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member 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 staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 70.6.2 If at least two weeks leave, as set out in paragraph 70.6.1, 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 staff member as at 30 November of the current year.
- 70.6.3 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 70.6.1, is taken.
- 70.6.4 A staff member 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 staff member's serious and intentional misconduct.
- 70.6.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

71. Sick Leave

- 71.1 Illness in this clause and in clauses 71 and 72 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 71.2 Payment for sick leave is subject to the staff member:
- 71.2.1 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 staff member's starting time as possible; and
- 71.2.2 Providing evidence of illness as soon as practicable if required by clause 72, Sick Leave - Requirements for Evidence of Illness of this Award.
- 71.3 If the appropriate People Leader is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the appropriate People Leader:
- 71.3.1 Shall grant to the staff member sick leave on full pay; and

- 71.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
- 71.4 The appropriate People Leader may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 71.4.1 is unable to carry out their duties without distress; or
- 71.4.2 risks further impairment of their health by reporting for duty; or
- 71.4.3 is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- 71.5 The appropriate People Leader may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 71.6 Entitlements. Staff members accruing sick leave:
- 71.6.1 At the commencement of employment with icare, a full-time staff member is granted an accrual of 5 days sick leave.
- 71.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- 71.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
- 71.6.4 All continuous service as a staff member in the NSW Government Sector shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Sector is not continuous, previous periods of Government Sector service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- 71.6.6 Notwithstanding the provisions of paragraph 71.6.4, sick leave accrued and not taken in the service of a Government sector employer may be accessed in terms of Part 3, Division 2 of the Government Sector Employment Regulation 2014, Cross-government sector leave arrangements.
- 71.6.7 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.
- 71.6.8 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 71.6.9 Paid sick leave shall not be granted during a period of unpaid leave.
- 71.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the appropriate People Leader 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.
- 71.8 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.

72. Sick Leave - Requirements for Evidence of Illness

- 72.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the appropriate People Leader in respect of the absence.

- 72.2 In addition to the requirements under subclause 71.2 of clause 71, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the appropriate People Leader. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the appropriate People Leader for each occasion absent for the balance of the calendar year.
- 72.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member 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 appropriate People Leader is satisfied that the reason for the absence is genuine.
- 72.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the appropriate People Leader will advise them in advance.
- 72.5 If the appropriate People Leader is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the icare nominated medical assessor for advice.
- 72.5.1 The type of leave granted to the staff member will be determined by the appropriate People Leader based on the medical assessor's advice.
- 72.5.2 If sick leave is not granted, the appropriate People Leader will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 72.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of icare.
- 72.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 72.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the appropriate People Leader's discretion, another registered health services provider, or
- 72.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 72.7.1 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
- 72.7.3 at the appropriate People Leader's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 72.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the appropriate People Leader satisfactory evidence of illness in respect of an illness which occurred during the leave, the appropriate People Leader may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 72.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 72.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 72.9 Subclause 72.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

73. Sick Leave to Care for a Family Member

- 73.1 Where family and community service leave provided for in clause 63 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause

73.4 of this clause who needs the staff member'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.

73.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the appropriate People Leader may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

73.3 If required by the appropriate People Leader to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 72.6 of Sick Leave - Requirements for Evidence of Illness of this Award.

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

73.4.1 The staff member being responsible for the care and support of the person concerned; and

73.4.2 The person concerned being:-

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

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

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

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

74. Sick Leave - Workers Compensation

74.1 icare shall advise each staff member of their rights under the Workers Compensation and Injury Management Legislation, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.

74.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation and Injury Management Legislation shall be required to lodge a claim for any such compensation.

74.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the appropriate People Leader shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

74.4 The appropriate People Leader will ensure that, once received by icare, a staff member's workers compensation claim is lodged by the icare with the workers compensation insurer within the statutory period prescribed in the Workers Compensation and Injury Management Legislation.

74.5 Pending the determination of that claim and on production of an acceptable medical certificate, the appropriate People Leader shall grant sick leave on full pay for which the staff member is eligible

followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.

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

74.7 A staff member 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 staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

74.7.1 Before approving the use of sick leave in this subclause, the appropriate People Leader must be satisfied that the staff member is complying with the obligations imposed by the *Workers Compensation and Injury Management Legislation* which requires that the staff member must:

- (a) participate and cooperate in the establishment of the required injury management plan for the staff member;
- (b) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
- (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 appropriate People Leader 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.

74.8 If a staff member notifies the appropriate People Leader that he or she does not intend to make a claim for any such compensation, the appropriate People Leader shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

74.9 A staff member may be required to submit to a medical examination under the *Workers Compensation and Injury Management Legislation* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.

74.10 If icare provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation and Injury Management Legislation* and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

74.11 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*.

74.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of: -

74.12.1 The staff member's claim for workers compensation;

74.12.2 The conduct of a medical examination by a Government or other Medical Officer;

- 74.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 74.12.4 Action taken by icare either under the Workers Compensation and Injury Management Legislation or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

75. Sick Leave - Claims Other Than Workers Compensation

- 75.1 If the circumstances of any injury to or illness of a staff member 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 staff member on completion of an acceptable undertaking that: -
- 75.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by icare to the staff member; and
- 75.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to icare the monetary value of any such period of sick leave.
- 75.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the appropriate People Leader is satisfied that the refusal or failure is unavoidable.
- 75.3 On repayment to icare of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

76. Special Leave

- 76.1 Special Leave - Jury Service
- 76.1.1 A staff member shall, as soon as possible, notify the appropriate People Leader of the details of any jury summons served on the staff member.
- 76.1.2 A staff member 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 appropriate People Leader a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- 76.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the appropriate People Leader shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the appropriate People Leader shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 76.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by icare.
- 76.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member 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:
- 76.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

- 76.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member 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.
- 76.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by icare for the required period.
- 76.4 Called as a witness in a private capacity - A staff member 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 staff member's election, available recreation leave on full pay or leave without pay.
- 76.5 Special Leave - Examinations -
- 76.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the appropriate People Leader.
- 76.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 76.5.3 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 staff member, no further leave is granted for any examination.
- 76.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this Award.
- 75.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member 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 staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- 76.8 Return Home When Transferred to New Location -- Special leave shall be granted to a staff member 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.
- 76.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member 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 staff member.
- 76.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Group Executive for such other purposes as they consider appropriate.
- 76.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 77, Leave for Matters Arising from Domestic Violence, have been exhausted, the Group Executive 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.

77. Leave for Matters Arising from Domestic Violence

- 77.1 The definition of domestic violence is found in clause 3.18 of this Award.

- 77.2 Leave entitlements provided for in clause 63, Family and Community Service Leave, clause 71, Sick Leave and clause 73, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- 77.3 Where the leave entitlements referred to in subclause 77.2 are exhausted, the Group Executive shall grant Special Leave as per subclause 76.11.
- 77.4 The appropriate People Leader 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.
- 77.5 Personal information concerning domestic violence will be kept confidential by icare.
- 77.6 The appropriate People Leader, 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

78. Staff Development and Training Activities

- 78.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 78.1.1 All staff development courses conducted by a NSW Government Sector organisation;
 - 78.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
 - 78.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 78.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities: -
- 78.2.1 Activities for which study assistance is appropriate;
 - 78.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
 - 78.2.3 Activities which are of no specific relevance to the NSW Government Sector.
- 78.3 Attendance of a staff member at activities considered by the appropriate People Leader to be:
- 78.3.1 Essential for the efficient operation of icare; or
 - 78.3.2 Developmental and of benefit to the NSW Government sector shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 78.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of icare:
- 78.4.1 Recognition that the staff members are performing normal duties during the course;
 - 78.4.2 Adjustment for the hours so worked under flexible working hours;
 - 78.4.3 Payment of course fees:

- 78.4.4 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
- 78.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the appropriate People Leader is satisfied that the approval to attend constitutes a direction to work overtime under clause 81 Overtime - General of this Award.
- 78.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to icare:
- 78.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 78.5.2 Payment of course fees;
- 78.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 78.5.4 Such other conditions as may be considered appropriate by the appropriate People Leader given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 78.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the Government sector, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the appropriate People Leader is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 78.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

79. Study Assistance

- 79.1 The appropriate People Leader shall have the power to grant or refuse study time.
- 79.2 Where the appropriate People Leader approves the grant of study time, the grant shall be subject to:
- 79.2.1 The course being a course relevant to icare and/or the Government sector;
- 79.2.2 The time being taken at the convenience of icare; and
- 79.2.3 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.
- 79.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 79.4 Study time may be used for:
- 79.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 79.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 79.4.3 Private study; and/or

- 79.4.4 Accumulation, subject to the conditions specified in subclauses 79.6 to 79.9 of this clause.
- 79.5 Staff members 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: -
- 79.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 79.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 79.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 79.6 to 79.9.
- 79.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of icare.
- 79.7 Staff members 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 staff member and icare.
- 79.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member 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.
- 79.9 Staff members 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.
- 79.10 Where a staff member 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.
- 79.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 79.12 Correspondence Courses - Study time for staff members 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.
- 79.13 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.
- 79.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 79.15 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.
- 79.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 79.17 The period granted as examination leave shall include:
- 79.17.1 Time actually involved in the examination;
- 79.17.2 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.

- 79.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 79.19 Study Leave - Study leave for full-time study is granted to assist those staff members 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.
- 79.20 All staff members are eligible to apply and no prior service requirements are necessary.
- 79.21 Study leave shall be granted without pay, except where the Chief People Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief People Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 79.22 Where financial assistance is approved by icare 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 staff member.
- 79.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the icare may choose to identify courses or educational programmes of particular relevance or value and establish a 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

80. Shift Work

- 80.1 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%

- 80.2 The loadings specified in subclause 79.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 80.3 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.
- 80.4 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.
- 80.5 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.
- 80.6 Public Holidays - With the exception of classifications listed in subclauses 80.7 and 80.8, the following shall apply:

- 806.1 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;
- 80.6.2 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;
- 80.7 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 appropriate People Leader.
- 80.8 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.
- 80.9 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 80.10 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 82, 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.
- 80.11 Time spent off duty may be calculated by determining the amount of time elapsed after: -
- 80.11.1 The completion of an ordinary rostered shift; or
 - 80.11.2 The completion of authorised overtime; or
 - 80.11.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 80.12 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.

81. Overtime - General

- 81.1 A staff member may be directed by the appropriate People Leader to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 81.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - 81.1.2 Any risk to staff member health and safety,
 - 81.1.3 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,
 - 81.1.4 The notice (if any) given by the appropriate People Leader regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - 81.1.5 Any other relevant matter.
- 81.2 Payment for overtime shall be made only where the staff member works directed overtime.

- 81.3 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 staff member shall not be required by the appropriate People Leader to work more than 7 hours after finishing overtime or before commencing overtime.
- 81.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - 81.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 81.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 81.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

82. Overtime Worked By Shift Workers

- 82.1 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.
 - 82.1.1 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.
 - 82.1.2 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.
 - 82.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - 82.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 82.2 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.
- 82.3 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.

83. Overtime Worked By Day Workers

- 83.1 The provisions of this clause shall not apply to:
 - 83.1.1 Shift workers as defined in clause 3, Definitions of this award and to whom provisions of clause 80, Shift Work and clause 82, Overtime Worked by Shift Workers of this Award apply;
 - 83.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief People Officer and the Association;
 - 83.1.3 Staff members to who overtime provisions apply under another industrial instrument;
 - 83.1.4 Staff members whose salary includes compensation for overtime; and
 - 83.1.5 Staff members who receive an allowance in lieu of overtime.
- 83.2 Rates - Overtime shall be paid at the following rates:

- 83.2.1 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 staff member'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;
- 83.2.2 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;
- 83.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 83.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 83.3 If a staff member 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 staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 83.4 A staff member 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.
- 83.5 Rest Periods
- 83.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 83.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

84. Recall to Duty

- 84.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 84.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 84.3 When a staff member 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.
- 84.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member 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.
- 84.5 A recall to duty commences when the staff member 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.

- 84.6 A staff member 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.
- 84.7 This clause shall not apply in cases where it is customary for a staff member to return to icare's premises to perform a specific job outside the staff member'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.

85. on-Call (Stand-By) and on-Call Allowance

- 85.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 85.1.1 Entitled to be paid the on call allowance set out in Item 8 of Table 5 - Allowances of Part F Monetary Rates when directed by the appropriate People Leader to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 85.1.2 If a staff member who is on call and is called out by icare, the overtime provisions as set out in clause 82, Overtime Worked by Shift Workers and clause 83, Overtime Worked by Day Workers of this Award, whichever is appropriate, shall apply to the time worked;
- 85.1.3 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.

86. Overtime Meal Breaks

- 86.1 Staff Members Not Working Flexible Hours - a Staff Member Required to Work Overtime on Weekdays for an Hour and a Half Or More After the Staff Member'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.
- 86.2 Staff member working flexible hours - A staff member 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.
- 86.3 Staff Members Generally - A staff member 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. A staff member 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.

87. Overtime Meal Allowances

- 87.1 If an adequate meal is not provided by icare, a meal allowance shall be paid by icare at the appropriate rate specified in Item 12 of Table 5 - Allowances of Part F, Monetary Rates, provided the appropriate People Leader is satisfied that:
- 87.1.1 the time worked is directed overtime;
- 87.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- 87.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and

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

- 87.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the appropriate People Leader shall approve payment of actual expenses.
- 87.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 87.4 Receipts shall be provided to the appropriate People Leader or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 87.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief People Officer and the Association from negotiating different meal provisions under a local arrangement.

88. Rate of Payment for Overtime

A staff member 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 appropriate People Leader approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

89. Payment for Overtime Or Leave in Lieu

- 89.1 The appropriate People Leader shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 89.2.
- 89.2 The following provisions shall apply to the leave in lieu:
 - 89.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.
 - 89.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
 - 89.2.3 The leave must be taken at the convenience of icare, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 73, Sick Leave to Care for a Sick Family Member of this Award apply.
 - 89.2.4 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 staff member's section.
 - 89.2.5 Leave in lieu accrued in respect of overtime shall be given by icare and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief People Officer and the Association.
 - 89.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

90. Calculation of Overtime

- 90.1 Unless a minimum payment in terms of subclause 83.4 of 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.
- 90.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

Annual salary	X	5	X	1
1		260.89		No of ordinary hours of work per week

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

Annual salary	X	7	X	1
1		365.25		No of ordinary hours of work per week

90.4 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.

90.5 Overtime is not payable for time spent travelling.

91. Provision of Transport in Conjunction With Working of Overtime

91.1 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 a staff member 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 staff member at risk.

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

91.2 Arrangement of Overtime

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

91.3 Provision of Taxis

Where a staff member:

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

91.3.2 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

92. Anti-Discrimination

92.1 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.

92.2 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.

92.3 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.

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

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

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

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

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

92.5 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.

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

92.5.2 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."

93. Area, Incidence and Duration

93.1 This Award shall apply to full time and part-time employees, temporary employees and casual employees of Insurance and Care NSW.

93.2 This Award shall take effect on and from 1 July 2017 and remains in force for a period of 12 months or until varied or rescinded.

94. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, or under the circumstances outlined in Clause 6 of this Award, 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 2018 by a party to this Award.

PART B

ADMINISTRATION AND CLERICAL OFFICERS

1. Salaries - Administrative and Clerical Officers

1.1 The salary rates for Administrative and Clerical Officers on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part F, Monetary Rates.

1.2 An Administrative and Clerical Officers 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.

1.3 An Administrative and Clerical Officers 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.

- 1.4 An Administrative and Clerical Officers 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.
- 1.5 Positions are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Board.
- 1.6 An Administrative and Clerical Officers temporarily employed is paid the weekly equivalent of the annual salary prescribed in Table 1.

2. Promotion - Administrative and Clerical Officers

Promotion of Administrative and Clerical Officers to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade

PART C

DEPARTMENTAL PROFESSIONAL OFFICERS

1. Salaries - Departmental Professional Officers

- 1.1 The salary rates for Departmental Professional Officers are set out in Table 2 of Part F, Monetary Rates.
- 1.2 Departmental Professional Officers temporarily employed are paid the weekly equivalent of the annual salary prescribed in Table 2.

2. Increments -Departmental Professional Officers

- 2.1 The payment of increments under the scale of salaries prescribed for Departmental Professional Officers shall be subject to approval by the appropriate People Leader.
- 2.2 One month prior to the date on which a Departmental Professional Officer will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the officer have been performed.
- 2.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the officer affected shall have the right of appeal.

3. Calculation of Service

- 3.1 In calculating years of service the period shall not take into account any period in respect of which an increment has been refused.
- 3.2 Service will not include any leave of absence without pay exceeding five days in any incremental year.

PART D

LEGAL OFFICERS

1. Salaries - Legal Officers

- 1.1 A minimum salary at the rate prescribed for the fifth year of service in Grade 1 shall be paid to a Legal officer who:
 - a) Has been admitted as a Solicitor of the Supreme Court of New South Wales; or
 - b) Has completed two years practical legal experience in Insurance and Care NSW or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - c) Has been admitted as a Barrister of the Supreme Court of New South Wales and either:

- i) Prior to such admission had completed two years practical legal experience in Insurance and Care or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - ii) Since acquiring the qualification by virtue of which the Legal officer was so admitted has:
 - (a) Complete twelve months approved practical legal experience in Insurance and Care or its predecessor at the time of the signing of this award or the equivalent approved by the Board; or
 - (b) Completed two years satisfactory and appropriate practical legal experience.
- 1.2 No Legal officer shall be eligible to progress beyond the salary prescribed for the second year of service in Grade II until the Legal officer has complied with the requirements of paragraphs (a) or (c) of proviso 1 of this clause.
- 1.3 Legal Officers temporarily employed shall, unless otherwise determined by the Board, be paid the weekly equivalent of the annual rates specified.
- 1.4 The salary of a retired Legal officer who is re-employed after attaining age 60 years at a salary within Grade I, II or III of this Agreement shall not be increased beyond the salary point at which the Legal officer is employed without the special approval of the Board.
- 1.5 The salary rates for Legal Officers are set out in Table 3 of Part F, Monetary Rates

2. Increments - Legal Officers

- 2.1 The payment of increments under the scale of salaries prescribed for Legal Officers shall be subject to approval by the appropriate People Leader.
- 2.2 One month prior to the date on which a Legal Officer will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the officer have been performed.
- 2.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the officer affected shall have the right of appeal to the CEO&MD.

3. Conditions for Progression - Legal Officers

- 3.1 A Legal Officer who has served for twelve months on the maximum rate prescribed for Grade I shall be advanced to the minimum salary for Grade II provided that the Group Executive, after the necessary review, has certified:
 - 3.1.1 That work appropriate to Grade II is available; and
 - 3.1.2 That the Legal Officer concerned is suitable to be allotted to such work and the Group Executive approves the progression of the said officer to Grade II. The review shall be made by the Group Executive in the case of every officer at or prior to the completion of twelve months service on the maximum rate prescribed for Grade 1.
- 3.2 After twelve months service on the maximum salary prescribed for Grade II a Legal Officer shall be eligible to be considered for progression to Grade III. Upon such occurrence the Group Executive shall review the quality of work being performed or the quality of work which is available to be assigned to the Legal Officer. If the Group Executive is satisfied;
 - 3.2.1 That work appropriate to Grade III is required to be performed;
 - 3.2.2 That the Legal Officer concerned is suitable to be allotted to such work; and
 - 3.2.3 That the Legal Officer's performance of the duties warrants such progression,

The Group Executive may approve the progression to Grade III from the anniversary of the attainment of the maximum salary prescribed for Grade II if the Legal Officer satisfies the requirements of this sub-clause at that date or from such date that the conditions of these requirements are satisfied.

3.3 Promotion beyond Grade III shall be subject to the occurrence of a vacancy.

PART E

SENIOR OFFICERS

1. Salaries - Senior Officers

- 1.1 All senior officers will be paid in accordance with the salary structure as set out in Table 4 of Part F, Monetary Rates.
- 1.2 Pay movements within each grade will be incremental (12 months) subject to satisfactory conduct and service.
- 1.3 There is to be no broadbanding of grades.

PART F

MONETARY RATES

SALARIES AND CLASSIFICATIONS

- 1.1 At the time of the making of this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 1.2 The classifications and salary rates set out in Tables 1 to 4 in Part F, Monetary Rates of this award, are set in accordance with the Crown Employees (Public Sector - Salaries 2017) Award. Should there be any variation or replacement Award of this Award, Insurance and Care staff members will maintain the same salary relationship.

Administrative and Clerical Officers

Table 1

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Clerks General Scale		
Clerks General Scale step 1	4	29,855
Clerks General Scale step 2	6	33,880
Clerks General Scale step 3 - 1st year of service or 18 years	7	36,012
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	40,805
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	43,557

Clerks General Scale step 6 - Minimum for employee 21 years of age	17	46,945
Clerks General Scale step 7	20	48,225
Clerks General Scale step 8	23	50,265
Clerks General Scale step 9	25	51,177
Clerks General Scale step 10	28	52,447
Clerks General Scale step 11	32	54,387
Clerks General Scale step 12	36	56,358
Clerks General Scale step 13	40	58,440
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		
Grade 1		
1st year of service	46	61,658
Thereafter	49	63,469
Grade 2		
1st year of service	52	65,240
Thereafter	55	67,031
Grade 3		
1st year of service	58	68,929
Thereafter	61	71,008
Grade 4		
1st year of service	64	73,224
Thereafter	67	75,476
Grade 5		
1st year of service	75	81,369
Thereafter	78	83,935
Grade 6		
1st year of service	82	87,225
Thereafter	85	89,781
Grade 7		
1st year of service	88	92,470
Thereafter	91	95,235
Grade 8		
1st year of service	95	99,204
Thereafter	98	102,359
Grade 9		
1st year of service	101	105,409
Thereafter	104	108,373
Grade 10		
1st year of service	108	112,797
Thereafter	111	116,157
Grade 11		
1st year of service	116	121,917
Thereafter	120	127,085
Grade 12		
1st year of service	126	135,045
Thereafter	130	140,996

Departmental Professional Officers

Table 2

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Grade I -		
1st year of service	46	61,658
2nd year of service	50	64,086
3rd year of service	56	67,659
4th year of service	63	72,520
5th year of service	70	77,660
6th year of service and thereafter	76	82,265
Grade II -		
1st year of service	81	86,293
2nd year of service	84	88,851
3rd year of service	87	91,559
4th year of service and thereafter	91	95,235
Grade III -		
1st year of service	95	99,204
2nd year of service	98	102,359
3rd year of service	100	104,397
4th year of service and thereafter	104	108,373
Grade IV -		
1st year of service	108	112,797
2nd year of service and thereafter	110	115,033
Grade V -		
1st year of service	114	119,548
2nd year of service and thereafter	116	121,917
Grade VI -		
1st year of service	119	125,714
2nd year of service and thereafter	121	128,178
Grade VII -		
1st year of service	124	132,140
2nd year of service and thereafter	126	135,045
Grade VIII -		
1st year of service	129	139,440
2nd year of service and thereafter	130	140,996

Legal Officers

Table 3

Classification and Grades	Common Salary Point	1.7.17 Per annum \$
Legal Officers		
Grade I		
1st year of service	51	64,583
2nd year of service	55	67,031
3rd year of service	58	68,929
4th year of service	61	71,008
5th year of service	65	73,840

Grade II		
1st year of service	73	79,922
2nd year of service	78	83,935
3rd year of service	84	88,851
4th year of service	89	93,401
5th year of service	93	97,126
Grade III		
1st year of service	98	102,359
2nd year of service	101	105,409
3rd year of service	105	109,475
Grade IV		
1st year of service	112	117,291
2nd year of service	114	119,548
Grade V		
1st year of service	119	125,714
2nd year of service	121	128,178
Grade VI		
1st year of service	126	135,045
2nd year of service	128	137,891

Senior Officers

Table 4

Classification and Grades	1.7.17 Per annum \$
Grade 1	
Year 1	157,763
Year 2	169,993
Grade 2	
Year 1	172,870
Year 2	185,059
Grade 3	
Year 1	191,251
Year 2	209,938

Rates and Allowances

Table 5

Effective 1 July 2017

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)	
	30.1.1	Breakfast	\$27.05
	30.1.2	Dinner	\$51.85
	30.1.3	Lunch	\$30.45
		Tier 2 and other country centres	
		(see list in item 2)	
	30.1.1	Breakfast	\$24.25
	30.1.2	Dinner	\$47.70
	30.1.3	Lunch	\$27.65

2		Travelling allowances	
	27.8.2	Capital cities	Per day
		Adelaide	\$285.70
		Brisbane	\$333.70
		Canberra	\$296.70
		Darwin	\$344.70
		Hobart	\$266.70
		Melbourne	\$301.70
		Perth	\$331.70
		Sydney	\$313.70
	27.8.2	Other country centres	\$228.95
	27.8.2	Incidental expenses when claiming actual expenses - all locations	\$19.35
	27.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate Location rate
3	27.8.1	Incidental expenses	\$19.35
4		Use of private motor vehicle	Cents per kilometre
	35.2	Official business	66.0
	35.3	Casual rate (40% of official business rate)	26.4
		Motor cycle allowance (50% of the 1600cc or less official business rate)	33.0
	35.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.6
5	37	Insurance cover	Up to \$1,173
6	38.2	Exchanges	Actual cost
7	39.1	Room at home used as office	\$931 pa
8	84.1.1	On-call (stand-by) and on-call allowance	\$0.96 per hour
9	40.1	Uniforms, protective clothing and laundry allowance	\$4.85 per week
10	42.1	Community language allowance scheme (effective ffpp on or after 1 July 2017)	Per annum
		- Base Level Rate	\$1,379 pa
		- Higher Level Rate	\$2,072 pa
11	43.1	First aid allowance (effective ffpp on or after 1 July 2017)	Per annum
		- Holders of basic qualifications	\$888 pa
		- Holders of current occupational first aid certificate	\$1,334 pa
12	87.1	Overtime meal allowances	Effective 1 July 2017
		Breakfast	\$30.05
		Lunch	\$30.05
		Dinner	\$30.05
		Supper	\$11.15

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).

P. KITE , Chief Commissioner