

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 711 of 2015)

Before Commissioner Stanton

13 January 2016

REVIEWED AWARD

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2. Definitions

"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 that is granted for private study purposes.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course which is relevant to the employment of the staff member in the department or the public service and one which has been approved by the Department Head.

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

"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.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District Directory Coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State and Territory.

"Casual Employee" means any employee engaged on a casual basis in terms of Clause 7 "Casual Employment" of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the weekly full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"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 scheme applicable to the staff member and which do not attract the payment of overtime, unless otherwise prescribed in this award.

"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 am and 6.00 pm or as negotiated under a local arrangement.

"Department" refers to the Department of the Legislative Assembly, the Department of the Legislative Council or the Department of Parliamentary Services.

"Department Head" means the Clerk of the Legislative Assembly or the Clerk of the Legislative Council or the Executive Manager Parliamentary Services, or a person authorised by the Department Head.

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

"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.

"Extended leave" means extended (long service) leave to which a staff member is entitled equivalent to Schedule 1 of the *Government Sector Employment Regulation 2013*, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and is able to be banked under a local arrangement negotiated pursuant to clause 5, Local Arrangements of this award or carried over into the next settlement period.

"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.

"Flexible working hours scheme" means the scheme outlined in clause 16, Flexible Working Hours Scheme of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Industrial Relations Secretary, Unions New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (xv) of clause 16, Flexible Working Hours Scheme of this award.

"Full day" means the standard full time contract hours for the day, i.e., 7 or 8 hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, i.e., 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position, which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"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.

"Half day" means half the standard contract hours for the day.

"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.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Industrial Relations Secretary" means the Secretary of the Treasury who has functions under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2013* Government Sector Employment Rules.

"Local Arrangement" means an agreement reached at the organisational level between the Department Head(s) and the relevant trade union in terms of clause 5, Local Arrangements of this award.

"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.

"Members' staff" means staff employed pursuant to the *Members of Parliament Staff Act 2013*, and any associated determinations.

"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 a flexible working hours scheme or local arrangement hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work", for the purposes of clause 58, Grievance and Dispute Settling Procedures of this award, means 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.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the department. In terms of clause 55, Trade Union Activities of this award, trade union activities regarded as "on duty" means the time off with pay given by the department to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the department and the trade union where a staff member is given leave of absence from the workplace to take up employment with the staff member's trade union for a specified period of time during which the trade union is required to reimburse the department for the staff member's salary and associated on-costs.

"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.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector- Salaries 2015) Award calculated using the formula set out in Clause 7 'Casual Employment', of this Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. 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 5, 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 Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

"Parliamentary Catering Staff" means all staff members employed within the catering services area, and includes kitchen, wait and office staff.

"Parliamentary Reporting Staff" are employees classified as Reporters, Subeditors, Senior Subeditor and Deputy Editor of the Parliamentary Reporting Services Department.

"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.

"Part time hours" means the hours which are less than the hours that constitute full-time work under the relevant industrial instrument.

"Part time position" means a designated part time position and, unless otherwise specified, includes any position which is filled on a part time basis.

"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.

"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 under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of bandwidth of the scheme applying to that staff member.

"Presiding Officers" means the Speaker of the Legislative Assembly or the President of the Legislative Council or both.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912* as a bank or public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"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.

"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.

"Remote area" means for the purpose of clause 38, Recreation Leave, the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before the Acts repeal.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Seasonal staff" means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the department and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.

"Secondment" means an arrangement agreed to by the Department Head, the staff member and a public service department, 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.

"Section" means a small unit under the administrative control of the relevant Department Head.

"Sessional Staff" means an officer as defined from time to time by the Clerk of the Parliaments in respect of the Legislative Council and the Clerk of the Legislative Assembly in respect of the Legislative Assembly, or the Executive Manager in respect of the Department of Parliamentary Services. Staff members shall be designated as Sessional Staff by 1 December each leave year and shall as part of the duties of their position be regularly required to work at least two sitting nights in every sitting period.

"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 Department Head.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Sitting Day" is a period of time representing any day, being a 24-hour period, or days where:

- (a) in respect of Officers of the Legislative Council, the Legislative Council sits or is scheduled to sit;
- (b) in respect of officers of the Legislative Assembly, the Legislative Assembly sits or is scheduled to sit;
- (c) in respect of officers of the Department of Parliamentary Services who are required to work to support either or both Houses that are sitting or are scheduled to sit.

"Sitting Period" is a period of time representing a full working week, Monday to Friday, inclusive:

- (a) for officers of the Legislative Council during which that House is scheduled to sit;
- (b) for officers of the Legislative Assembly during which that House is scheduled to sit;
- (c) for officers of the Department of Parliamentary Services during which either or both Houses are scheduled to sit.

"Staff member" means an officer or a temporary employee and, unless otherwise specified in this award, includes both full-time and part time staff. For the purposes of maternity leave, as set out in clause 45, Parental Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Presiding Officer(s), or by the Department Head in accordance with any direction of the Presiding Officer(s). Standard hours are generally the hours that 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.

"Standby" means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the department and/or the public service.

"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 the department.

"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 Department Head to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act* 1996.

"Trade Union Delegate" means an accredited union delegate responsible for his/her workplace; and/or a person who is elected by the trade union as its representative, an executive member or a member of the union's Council.

"Trade Union Official" means a person who is employed by the union 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 union for an agreed period of time.

"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.

"Workplace Management" means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Area, Incidence and Duration

- (i) This Award shall apply to permanent, temporary and casual employees of the Parliament of New South Wales with the exception of those employees whose conditions of employment are prescribed under another industrial instrument - such as Members' Staff and Parliamentary Reporting Staff.
- (ii) The changes made to the award pursuant to the Award Review in accordance with Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 January 2016.
- (iii) Changes made to this award subsequent to it first being published on 10 August 2012 (373 I.G. 1592) have been incorporated into this award as part of the review.

4. Terms of Employment

- (i) Staff members shall be paid fortnightly.
- (ii) Notwithstanding anything contained in this award employment may be terminated by two weeks' notice given at any time by the Presiding Officer(s) in writing or such longer period as the Presiding Officer(s) may have contracted with any individual staff member. A staff member desiring to terminate their employment with the Presiding Officer(s) shall give two weeks' notice in writing to the Presiding

Officer(s) or such longer period as the Presiding Officer(s) may have contracted with any individual staff member.

- (iii) Provided that nothing contained in this clause shall prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious wilful misconduct.

5. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Department Head and the relevant trade union in respect of the whole department or section.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:
 - (a) approved in writing by the General Secretary of the Association; and
 - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an enterprise agreement or other industrial instrument.
 - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 16, Flexible Working Hours Scheme of this award, where the conditions of employment of any group are such that the application of the standard flextime provisions would not be practicable.
- (iv) 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.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorized 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, flex leave is still available.

6. Hours of Duty and Attendance

- (i) Hours of attendance on duty
 - (a) The hours of attendance on duty by members of staff and the manner of recording the attendance, shall be as determined from time to time by the Department Head.
 - (b) The staff member in charge of a department or section will be responsible to the Department Head for the proper observance of the hours of work and the proper recording of such attendance.
 - (c) The Department Head may require a staff member to perform duty beyond the hours determined under paragraph (a) of subclause (i) 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:
 - the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - any risk to the staff member's health and safety,
 - 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,

the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or

any other relevant matter.

(d) The application of hours of work is subject to the provisions of this clause.

(ii) Working Hours

(a) The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.

(b) The Department Head shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

7. Casual Employment

(i) This clause will only apply to the employees whose conditions of employment are not otherwise included in another industrial instrument.

(ii) An employee defined as casual must be

(a) paid on an hourly basis.

(b) Engaged for a minimum of 3 hours consecutive hours for each day worked.

(c) Engaged for a maximum period of 9 consecutive hours per day (exclusive of meal breaks), with the payment of overtime required for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under Clause 5 of this Award.

(iii) Rate of pay - casual employees 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.

(a) 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.

(b) All casual employees shall receive 1/12 loading in lieu of annual leave.

(c) The loadings specified in sub clause (iii)(a) of this clause 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.

(iv) Overtime -

(a) casual employees shall be paid overtime for work performed:

(1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under Clause 5 of this Award, cover the particular class of work or are required by the usual work pattern of the position; or

(2) Outside the bandwidth application to the particular class of work; or

- (3) In excess of the daily roster pattern applicable for the particular class of work; or
 - (4) In excess of the standard weekly roster of hours for the particular class of work; or
 - (5) In accordance with a local arrangement negotiated under Clause 5 of this Award
- (b) Overtime rates will be paid in accordance with the rates set out in Clause 57 Overtime of this Award.
 - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in sub-clause (iii)(a) of this Clause.
 - (d) The loading in lieu of annual leave as set out in subclause (iii)(b) of this Clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (v) Application of other clauses of this Award to Casual employees:
 - (a) The following clauses of this Award do not apply to casual employees:
 - 6. Hours of Duty and Attendance
 - 11. Variation of Hours
 - 12. Natural Emergencies and Major Transport Disruptions
 - 14. Public Holidays
 - 15. Standard Hours
 - 16. Flexible Working Hours Scheme
 - 20. Excess Travelling Time
 - 30. Semi-Official Telephone Reimbursement
 - 36(i). Leave - General
 - 36(iii) Leave -Application for Leave
 - 38-52 Leave types and conditions
 - 55. Trade Union Activities subclauses (i)-(vii)
 - 56. Shiftwork
 - 57. Overtime (with the exception of the conditions specified in sub-clause 57 (ii)(b) Rates, 57(vi) Rest periods, 57(ix) Meal Breaks on Overtime, 57(x) Meal Allowances for Overtime
 - 60. Existing Entitlements

8. Part-time Employment

- (i) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (ii) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (iii) A part time staff member is to work contract hours less than full-time hours.
- (iv) 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.
- (v) Before commencing part time work, the Department Head 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 work to be performed.

- (vi) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (vii) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (viii) An employee 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 hour 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 1/12ths in lieu of recreation leave
 - b. If working under a flexible working hours scheme under Clause 16 of the Award, or a local agreement made in accordance with clause 5 of the Award, have the time worked credited as flex time.
- (ix) 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 57 Overtime.

9. Morning and Afternoon Breaks

- (i) 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 may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

10. Meal Breaks

- (i) 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:
 - (a) 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
 - (b) 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 Department Head and the Association to provide for payment of a penalty.

10A. Lactation Breaks

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

- (vi) 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.
- (vii) 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.
- (viii) 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 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 16, Flexible Working Hours of this award, where applicable.

11. Variation of Hours

- (i) If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long term basis, subject to the following:
 - (a) the variation does not adversely affect the operational requirements;
 - (b) there is no reduction in the total number of daily hours to be worked;
 - (c) variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - (d) 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;
 - (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - (f) ongoing arrangements are documented; and
 - (g) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

12. Natural Emergencies and Major Transport Disruptions

- (i) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (a) apply to vary the working hours as provided in Clause 11 of this Award and/or
 - (b) negotiate an alternative work location with the Department and/or
 - (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of this award to cover the period concerned.

13. Notification of Absence from Duty

- (i) 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.

- (ii) 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 Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

14. Public Holidays

- (i) Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (ii) A staff member, who is required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (iii) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

15. Standard Hours

- (i) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (ii) Urgent Personal Business - Where a staff member is required to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause (iv) of this clause.
- (iii) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (iv) of this clause.
- (iv) Making up of Time - The time off taken in circumstances outlined in subclause (ii) and (iii) 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 Department Head.

16. Flexible Working Hours Scheme

- (i) Unless local arrangements have been negotiated as provided in clause 5, Local Arrangements of this award, a flexible working hours scheme in terms of this clause may operate in a department or a section of a department, subject to operational requirements, as determined by the Department Head.
- (ii) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a department shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (xiii), (xvii) and xviii of this clause, all other provisions under this clause shall be applied pro rata to a staff member working under a part time work arrangement.
- (iii) Exclusions - Flexible working hours shall not apply to staff members who:
 - (a) work permanent standard hours; or
 - (b) work according to a shift roster; or

- (c) have coverage under another award, Enterprise Agreement or other agreement that prescribes the hours of attendance.
 - (d) are Members' staff as defined in clause 2, Definitions of this award.
 - (e) are sessional staff (sessional staff will not work under the flexible hours scheme on any sitting day and shall revert to standard hours for sitting days)
 - (f) are Parliamentary Reporting Staff as defined in clause 2, Definitions of this award.
- (iv) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth, and the accrual of time towards flexible working hours credit, shall be subject to the availability of work.
 - (v) Bandwidth - The bandwidth is the period during the day when staff may record time worked. Time shall not be credited to an officer for attendance outside the bandwidth. The bandwidth for staff (excluding those specified in sub-clause (vi)) shall be between the hours of 7.30 am. and 6.00 pm, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award.
 - (vi) The bandwidth for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of 6.30 am and 5:00pm, unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
 - (vii) Coretime - Coretime is the period during the day when staff are required to be on duty, unless on authorised leave. The coretime for staff, excluding those specified in sub-clause viii, shall be between the hours of 10.00a.m. and 4.00p.m, unless other arrangements have been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award. Coretime does not include the lunch break.
 - (viii) Coretime for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of:
 - 9.00 am - 10.30 am
 - 12.00 noon - 3.00pm
 unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
 - (ix) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by staff members (excluding those specified in sub clause x) for up to 2 hours or reduced to not less than 30 minutes within the span of hours 12.00 noon and 2.30 pm or as other span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
 - (x) The maximum permissible lunch break for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be 1 hour and 30 minutes taken between the period 10.30 am to 12.00 noon, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this Award to cover Parliamentary Catering Staff.
 - (xi) Settlement period -Unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the settlement period shall be four weeks.
 - (a) For time recording purposes the settlement period and flex leave must coincide.

- (b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (xii) 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.
- (xiii) 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 5, 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.
- (xiv) 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.
- (xv) Cessation of duty - Except as provided in subclause (xiii) of this clause, a staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (b) 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
 - (c) in such other circumstances as have been negotiated between the Department Head and the relevant trade union(s) under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (xvi) Subject to any local arrangements, where a staff member ceases duty in the department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- (xvii) 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 5, Local Arrangements of this award:
 - (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (b) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (c) 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 public sector organisation under the Public Sector Staff Mobility policy.
- (xviii) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half day absences may be combined with other periods of authorised leave. As specified in sub-clause 5(v) Local Arrangements, Flex leave may not be approved where an employee has accrued more than 8 weeks recreation leave.
- (xix) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 5, Local Arrangements of this award.

- (xx) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, including late attendances, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in paragraph (d) subclause (ii) of clause 36, Leave General of this award.
- (xxi) Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
 - (a) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the department or section of the department, the relevant union shall be consulted, where appropriate; or
 - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (xxii) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday drawn from staff members accrued flex balance.
- (xxiii) Flexible Work Practices
 - (a) Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under Flexible Work Practices, Policy and Guidelines.
 - (b) Flexible working hours agreements negotiated in terms of the Flexible Work Practices, Policy and Guidelines after the effective date of this award shall be subject to the conditions specified in this award and in consultation with the relevant trade union.

17. Non-Compliance With Hours of Duty and Attendance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to management of unsatisfactory performance guidelines.

18. Existing Determinations and Agreements - Hours of Duty

Any existing Determinations and Agreements on local arrangements in respect of the hours of duty, which operated in a department or part of a department as at the effective date of this award, shall continue to apply until renegotiated.

19. Travel Allowances

- (i) Travel Allowance General
 - (a) 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 the department.
 - (b) The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
 - (c) 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.

- (d) 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.
- (e) The Department 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.
- (f) Production of Receipts - As and when required by the Department Head, payment of travelling expenses shall be subject to the production of receipts or other acceptable evidence of expenditure.
- (g) The need to obtain overnight accommodation shall be determined by the Department Head 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 Department Head.

(ii) Accommodation and allowances

- (a) Subject to sub-clause (h), a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residences in order to perform the work.
- (b) If meals are provided by the Government at the temporary work location the staff member shall not be entitled to claim the meal allowance.
- (c) For the first 35 days, the payment shall be either
 - (1) where the Department elects to pay the accommodation provider the staff member shall receive
 - A. the appropriate meal allowance in accordance with Item 1 of Table 1, and
 - B. incidentals as set out in Item 3 of Table 1, and
 - C. actual meal expenses properly and reasonably incurred (excluding morning and afternoon tea) for any residual part day travel
 - (2) Where the Department 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 1 - Allowances of Part B Monetary Rates for every 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonable incurred (excluding morning and afternoon tea) for any residual part day travel; OR
 - B. In lieu of sub-paragraph 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 3 of Table 1 - Allowances of Part B Monetary Rates.
- (d) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred. Where a staff member is unable to so satisfy the Department Head or where part day travel at the end of

the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.

- (e) A claim under this subclause shall not be made at the set rate for part of the absence (see paragraph (b) of this subclause) and then on the basis of actual expenses for the other part of the absence, except as provided for in paragraph (c) of this subclause.
- (f) After the first 35 days -If a staff member is required by the Department Head 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 4 of Table 1 allowances of part B Monetary Rates.
- (g) Long term arrangements - as an alternative to the provisions after the first 35 days set out in paragraph (f) above the Department Head could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (h) 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 will not constitute a break in temporary work arrangements.
- (i) This clause does not apply to staff members who are on an employee initiated secondment.

20. Excess Travelling Time

- (i) A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this subclause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorized by the staff member's manager.
- (ii) Compensation under subparagraphs (a) or (b) of this Clause, shall be subject to the following conditions:
 - (a) on a non-working day, subject to the provisions of sub-clauses (v)(d), (e), and (f) - all time spent travelling on official business;
 - (b) on a working day - subject to the provisions of subclause (v), all additional time spent travelling before or after the staff member's normal hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (iii) No compensation for travelling time shall be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (iv) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (v) Compensation for excess travelling time shall exclude the following:
 - (a) time normally taken for the periodic journey from home to headquarters and return;
 - (b) any periods of excess travel of less than 30 minutes on anyone day;

- (c) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (d) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (e) travel not undertaken by the most practical available route;
 - (f)
 - (f) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (g) travel overseas
 - (h) Time within the flex time bandwidth
- (vi) Waiting Time -When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.
- (vii) Payment - Payment for travelling time calculated in terms of this subclause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$
- (viii) 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.
- (ix) 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.
- (x) 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.

21. Meal Expenses on One-Day Journeys

- (i) A staff member who is authorised by the Department Head to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the following allowances as set out in Item 1 of Table 1 of Part B Rates for: -
 - (a) breakfast when required to commence travel at or before 6.00a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30p.m.; and
 - (c) 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.

22. Restrictions on Payment of Travelling Allowances

- (i) An allowance under Clause 19 Travel Allowance is not payable in respect of:
 - (a) 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;

- (b) any period of leave, except with the approval of the Department Head or as otherwise provided by this subclause; or
 - (c) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (ii) A staff member who is in receipt of an allowance under Clause 19 Travel allowance shall be entitled to the allowance in the following circumstances:
- (a) 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;
 - (b) 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.

23. Increase Or Reduction in Payment of Travelling Allowances

- (i) Where the Department Head is satisfied that an allowance under Clause 19: Travel Allowances is:
- (a) 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
 - (b) In excess of the amount that would adequately reimburse the staff member for expenses properly and reasonably incurred, the Department Head may reduce the allowance to an amount that would reimburse the staff member for expenses incurred properly and reasonably.

24. Allowance Payable for the Use of Private Motor Vehicles

- (i) The Department Head may authorise a staff member to use a private motor vehicle for work where:
- (a) such use will result in greater efficiency or involve the department in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.
- (ii) 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.
- (a) the casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (b) 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.
- (iii) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B 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 (x) of this clause.
- (iv) 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*,

a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department Head.

- (v) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the department, provided:
 - (a) the damage is not due to negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (vi) Provided the damage is not the fault of the staff member, the department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (vii) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (viii) 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 6 of Table 1 of Part B Rates.
- (ix) 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. Headquarters means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long-term basis or the designated headquarters per (a) below:
 - (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 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.
- (x) 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.
- (xi) Where headquarters has been designated per (ix)(a) above 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.
- (xii) 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 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 sub-paragraph is exclusive of, and not in addition to, days referred to in (a), (b) and (c) above.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department Head is satisfied that:

at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;

the periodical ticket was in fact purchased; and

in regard to train travellers, no allowance is to be paid in respect of the distance between the staff member's home and the railway station or other immediate transport stopping place.

25. Overseas Travel Allowance

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the department to travel overseas on official business, shall be paid the appropriate travelling rates as specified in the relevant Treasury Circular as issued from time to time.

26. Staff Exchanges

- (i) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the department's business.
- (ii) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case.
- (iii) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of subclause (iv) of clause 55, Trade Union Activities of this award apply to staff members who are loaned to their trade union.

27. Community Language Allowance Scheme (CLAS)

- (i) 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:
 - (a) employed as interpreters and translators; and
 - (b) 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 7 of Table 1 of Part B Rates.
- (ii) The base level of the CLAS is paid to staff members who:
 - (a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (b) have passed an examination administered by the Community Relations Commission, or who have passed a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.

- (iii) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
 - (a) 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 Department Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognizes that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

28. Flying Allowance

- (i) Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 13 of Table 1 Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

29. First Aid Allowance

- (i) 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 8 of Table 1 of Part B Monetary Rates.
- (ii) 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 Defence or Red Cross Society's First Aid Certificates) issued within the previous three years.
- (iii) The Holders of current Occupational First Aid Certificate Allowance Rate will apply to a staff member appointed as a First Aid Officer who:
 - (a) 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
 - (b) holds an Occupational First Aid Certificate issued within the previous three years.
- (iv) The First Aid Allowance shall not be paid during leave of one week or more.
- (v) 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.
- (vi) 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 need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

30. Semi-Official Telephone Reimbursement

- (i) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the department, as and when required.
- (ii) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (iii) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (a) give decisions, supply information or provide emergency services; and/or

- (b) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (iv) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
 - (a) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) the full cost of official local, STD and ISD calls.
- (v) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (a) date, time, length of call and estimated cost;
 - (b) name and phone number of the person to whom call was made; and
 - (c) reason for the call.

31. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (i) entitled to be paid the on call allowance set out in Item 9 of Table 1 of Part B Rates when directed by the department to be on call outside the staff member's working hours;
- (ii) if a staff member who is on call, is called out by the department, the overtime provisions as set out in Clause 57, Overtime of this award shall apply to the time worked;
- (iii) 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.

32. Service Increments Allowance

- (i) Staff members previously employed as Security Officers who received a long Service Increment Allowance will continue to receive this allowance on a personal basis during their employment with the NSW Parliament. The allowance will be paid at the rate specified in Item 14 of Table 1 of Part B Rates.
- (ii) Service increments allowances are not payable to any other staff members other than those under subclause (i) above.

33. Uniforms, Protective Clothing and Their Maintenance

- (i) Uniform and protective clothing provided by the department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the department with such clothing and, except as specified in subclause (iii) of this clause, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (ii) Uniform and protective clothing 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.

- (iii) Payment of laundry allowance - Unless the staff member is entitled to receive a laundry allowance under another industrial instrument, or the Parliament provides the cleaning and laundry service, the staff member to whom subclause (i) or (ii) of this clause apply, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (iv) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the department.
- (v) Uniforms and protective clothing provided by the Department will be replaced upon certification by the Manager that they are no longer serviceable.

34. Compensation for Damage to Or Loss of Staff Members' Personal Property

- (i) 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 the department covering the damage to or loss of the personal property of the staff member.
- (ii) If a claim under subclause (i) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (a) is due to the negligence of the department, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect departmental property from loss or damage.
- (iii) Compensation in terms of subclause (ii) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (iv) 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.
- (v) Compensation for the damage sustained shall be made by the department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

35. Adjustment of Allowances

- (i) The allowance specified in paragraph (x (xi)(b) of clause 57, Overtime, will be adjusted in line with the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement award.
- (ii) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 19 Travel Allowances
 - (b) Clause 21 Meal expenses on one day journeys;
 - (c) Subclause 57(x) Overtime meal allowances
- (iii) Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the ATO:

- (a) Clause 24 Allowance payable for the use of private motor vehicle
- (iv) 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 33 Uniforms, protective clothing and their maintenance
- (v) Allowances payable in terms of clauses listed in this paragraph shall be adjusted in line with any increases to the same allowances payable under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any replacement award and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - (a) Clause 27 Community Language Allowance Scheme
 - (b) Clause 28 Flying Allowance
 - (c) Clause 29 First Aid Allowance
 - (d) Clause 31 On-call allowance

36. Leave - General

- (i) General
 - (a) 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 Department Head and the relevant trade union in terms of clause 5, Local Arrangements of this award.
 - (b) Unless otherwise specified, part time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
 - (c) The leave provisions of this award do not apply to an apprentice, except in respect of recreation leave if the entitlement to recreation leave under the apprenticeship award is less favourable than the recreation leave provisions under this clause.
 - (d) A temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Parliament, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
 - (e) Where paid and unpaid leave available to be granted under this clause are combined, paid leave shall be taken before unpaid leave.
- (ii) Absence from Work
 - (a) A staff member must not be absent from work unless reasonable cause is shown.
 - (b) If a staff member is 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.
 - (c) 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 Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.

- (d) 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.
 - (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.
- (iii) Application for Leave
- (a) An application by a staff member for leave under this award shall be made to and dealt with by the Department Head.
 - (b) the Department Head shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the department permit this to be done.

37. Leave for Casual Employees

- (i) Other than as described under subclauses (iii), (iv), (v) and (vii) of this clause, casual employees are not entitled to any other paid or unpaid leave.
- (ii) Casual employees will be paid a loading of 1/12th in lieu of annual leave.
- (iii) Casual employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (a) The Department Head must not fail to re-engage a regular casual employee because:
 1. the employee or employee's spouse is pregnant; or
 2. 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.

- (v) Personal Carers Entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause (vi) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in paragraph (d), and the notice requirements set out in paragraph (e).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee shall, if required:
 - (1) 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

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

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

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (vi) A family member for the purposes of paragraph (v)(a) of this clause is the same as defined under subclause 42(iv)(b) Sick Leave to care for a family member.
- (vii) Bereavement entitlements for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
 - (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
 - (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

38. Recreation Leave

- (i) Accrual
 - (a) 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.
 - (b) 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.
 - (c) 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, as defined in clause 2, Definitions of this award.
 - (d) Additional recreation leave, at the rate of 10 days per year, accrues to a staff member, who is Sessional Staff as defined in clause 2, Definitions.
 - (e) A staff member who is not defined as Sessional Staff who at 12 March 1992 was in receipt of 6 weeks leave each year will continue to receive six (6) weeks leave each year maintained on a personal basis.
 - (f) Recreation leave accrues from day to day.

- (ii) Limits on Accumulation of recreation leave and direction to take leave
 - (a) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Department Head in special circumstances.
 - (b) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (c) The Department Head 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 the Department or Section.
 - (d) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may 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 department or section.
 - (e) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 9 weeks by 30 June 2011.
 - (f) Staff defined as Sessional Staff, in paragraph (c) 8 weeks substitutes for 6 weeks and in paragraph (d) and (e) 10 weeks substitutes for 8 weeks.
- (iii) Conservation of recreation leave - If the Department Head 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 less than 8 weeks, or its hourly equivalent the Department Head shall:
 - (a) specify in writing the period of time during which the excess shall be conserved; and
 - (b) 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 level specified.
 - (c) The Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (iv) Recreation Leave - Other provisions
 - (a) Unless a local arrangement has been negotiated between the Department Head and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (b) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fraction less than a quarter being rounded up).
 - (c) 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 (d) of this subclause.
 - (d) Recreation leave does not accrue during leave without pay other than:
 - (1) Military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

- (3) Any continuous period of sick leave taken without pay when paid sick leave is exhausted
 - (4) Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1988*; or
 - (5) Periods of sick leave without pay or any other approved leave without pay which when aggregated do not exceed 5 working days in any period of 12 months.
- (e) 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 (d) of this subclause above shall be calculated to an exact quarter day (fractions less than a quarter being rounded down).
 - (f) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (g) 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 45 Parental Leave.
 - (h) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave, which remains untaken.
 - (i) A staff member to whom paragraph (h) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
 - (j) 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.
 - (k) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
 - (1) to the widow, widower or de facto partner of the staff member; or
 - (2) if there is no widow, widower or de facto partner, 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
 - (3) if there is no such widow, widower or de facto partner or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under subparagraphs (1) or (2) or (3) of this paragraph 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.
 - (l) A staff member entitled to additional recreation leave under 38(i)(c) and (d) can elect at any time to cash out the additional recreation leave.

39. Annual Leave Loading

- (i) 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 subparagraph. Subject to the provisions set out in subclauses (ii) to (vi) of this clause the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- (ii) Loading on additional leave accrued - Where additional leave is accrued by a staff member:

- (a) 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 higher.
 - (b) 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.
- (iii) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (a) 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
 - (b) 17½% annual leave loading.
- (iv) Maximum Loading -Unless otherwise provided in an Award or Agreement under which the staff member is paid, 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.
- (v) 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.
- (vi) 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:
- (a) 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 consecutive weeks leave for recreation purposes. Such leave may be 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.
 - (b) if at least two weeks leave as set out in paragraph (a) of this subclause is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
 - (c) 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 subparagraph (a) of this subclause is taken.
 - (d) 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.
 - (e) Except in cases of Voluntary Redundancy, proportionate leave loading is not payable on cessation of employment.

40. Sick Leave

- (i) Illness in this clause and in clauses 41 and 42 means physical and psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (ii) Payment for sick leave is subject to the staff member:
 - (a) 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
 - (b) Providing evidence of illness as soon as practicable if required by clause 41.

- (iii) If the Department Head 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 Department Head:
 - (a) shall grant to the staff member sick leave on full pay; and
 - (b) 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.
- (iv) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (a) is unable to carry out their duties without distress; or
 - (b) risks further impairment of their health by reporting for duty; or
 - (c) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- (v) The Department Head 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.
- (vi) Entitlements
 - (a) At the commencement of employment with the Parliament, a full time staff member is granted an accrual of 5 days sick leave.
 - (b) 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.
 - (c) 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.
 - (d) All continuous service as a staff member with the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (e) 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.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (vii) 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 Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (viii) 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.

41. Sick Leave - Requirements for Medical Certificate

- (i) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.

- (ii) In addition to the requirements under subclause 40(ii), 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 Department Head. 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 Department Head for each occasion absent for the balance of the calendar year.
- (iii) 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 Department Head is satisfied that the reason for the absence is genuine.
- (iv) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (v) If the Department Head 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 Government's nominated medical assessment provider for advice.
 - (a) The type of leave granted to the staff member will be determined by the Department Head based on the Government's nominated medical assessment provider's advice.
 - (b) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (vi) 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 confidentiality by an alternate manager or the human resources section of the Department.
- (vii) The reference in this clause to evidence of illness shall apply as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
 - (b) where the absence exceeds one week, and unless the health provider listed in paragraph 41(vii)(a) 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
 - (c) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (viii) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) In respect of recreation leave, the period set out in the medical certificate;
 - (b) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more
 - (c) The Department Head has the discretion to accept the other forms of evidence to satisfy that a staff member had a genuine illness.
- (ix) Sub-clause (viii) 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.

42. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided for in clause 46, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (iv) 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 subclause, to provide such care and support when a family member is ill.
- (ii) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (iii) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned, consistent with subclause 41(vi).
- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) 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
 - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
 - (4) 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.

43. Sick Leave - Workers Compensation

- (i) The Department Head shall advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (ii) 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 Act 1987* shall be required to lodge a claim for any such compensation.
- (iii) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (iv) The Department Head will ensure that, once received by the department, a staff member's worker's compensation claim is lodged by the department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.

- (v) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head shall grant sick leave on full pay for which the 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.
- (vi) 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.
- (vii) A staff member who receives compensation pursuant to 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.
- (viii) If a staff member notifies the Department Head that he or she does not intend to make a claim for any such compensation, the Department Head shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (ix) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If 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.
- (x) If the Department Head provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998* 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.
- (xi) 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*.
- (xii) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

44. Sick Leave - Other Than Workers Compensation

- (i) 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:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the department to the staff member; and

- (b) 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 the department the monetary value of any such period of sick leave.
- (ii) 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 Department Head is satisfied that the refusal or failure is unavoidable.
- (iii) On repayment to the department 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.

45. Parental Leave

- (i) Parental leave includes maternity, adoption leave and "other parent" leave.
- (ii) 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:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) 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.
- (iii) 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:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (c) 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, flex leave or family and community service leave.
- (iv) 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:
 - (a) 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;
 - (b) 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 (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (v) 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:
 - (a) Applied for parental leave within the time and in the manner determined set out in subclause (ix) of this clause; and

- (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- (vi) Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (vii) 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:
 - (a) at the rate they were paid (full-time or part-time) before commencing the initial leave if they have not returned to work;
 - (b) 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
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (viii) Except as provided in subclauses (v), (vi) and (vii) of this clause parental leave shall be granted without pay.
- (ix) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (ii), (iii) or (iv) may make a request to the Department Head to:
 - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (2) 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.
 - (b) The Department Head 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 the Department Head' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(x) Notification Requirements

- (a) When the Department Head is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department Head must inform the staff member of their entitlements and their obligations under the award.
- (b) A staff member who wishes to take parental leave must notify the Department Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause (ix).
- (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (1) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (2) the period of leave to be taken.
- (d) Staff member's request and the Department Head's decision to be in writing. The staff member's request under paragraph (ix)(a) and the Department Head's decision made under paragraph (ix)(b) must be recorded in writing.
- (e) 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 Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
- (f) A staff member on maternity leave is to notify the Department Head of the date on which she gave birth as soon as she can conveniently do so.
- (g) A staff member must notify the Department Head as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Department Head and any number of times with the consent of the Department Head. In each case she/he must give the Department Head at least 14 days notice of the change unless the Department Head decides otherwise.
- (xi) 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 (ix), and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (xii) 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.
- (xiii) 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 Department Head 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.

- (xiv) 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 to the Department Head) must be given.
- (xv) 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.
- (xvi) 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.
- (xvii) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - (c) 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.
- (xviii) 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 Department Head, should, in consultation with the member of staff, 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.
- (xix) If such adjustments cannot reasonably be made, the Department Head 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 which ever is the earlier.
- (xx) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department Head shall take reasonable steps to:
 - (1) 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
 - (2) 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.
 - (b) The staff member shall take reasonable steps to inform the Department Head 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.
 - (c) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department Head' capacity to comply with paragraph (a).

46. Family and Community Service Leave

- (i) The Department Head 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 in subclause (ii). The Department Head may also grant leave for the purposes in subclause (iii). 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.
- (ii) Such unplanned and emergency situations may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) emergency accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;;
 - (e) attendance at court by a staff member to answer a charge for a criminal offence, if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- (iii) Family and community service leave may also be granted for:
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding offices 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 municipal council, president of a shire council, or chairperson of a county council; and
 - (b) 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.
- (iv) The definition of 'family' or 'relative' in this clause is the same as that provided in subclause 42(iv)(b).
- (v) Family and community service leave shall accrue as follows:
 - (a) 2.5 days in the staff member's first year of service;
 - (b) 2.5 days in the staff member's second year of service; and
 - (c) One day per year thereafter.
- (vi) If available family and community is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- (vii) 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.
- (viii) 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 42, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted or is unavailable.
- (ix) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

47. Observance of Essential Religious Or Cultural Obligations

- (i) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

may be granted recreation/extended leave to credit, flex leave, RDO or leave without pay to do so.
- (ii) Provided adequate notice as to the need for leave is given by the staff member to the department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this subclause.
- (iii) 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 Department Head, subject to:
 - (a) adequate notice being given by the staff member;
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Department Head.
- (iv) Notwithstanding the provisions of subclauses (i), (ii) and (iii) of this clause, arrangements may be negotiated between the department and the relevant trade union(s) in terms of clause 5, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

48. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 1 of the *Government Sector Employment Regulation 2014*.

49. Leave Without Pay

- (i) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (ii) Leave without pay may be granted on a full-time or a part time basis.
- (iii) 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.
- (iv) 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.
- (v) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.

- (vi) 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.
- (vii) No paid leave shall be granted during a period of leave without pay.
- (viii) A permanent appointment may be made to the staff member's position if:
 - (a) 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
 - (b) The staff member is advised of the Department's proposal to permanently backfill their position; and
 - (c) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (d) the Department 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.
- (ix) The position cannot be filled permanently unless the above criteria are satisfied.
- (x) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- (xi) Subclause (viii) above does not apply to full-time unpaid parental leave granted in accordance with paragraph 45(ix)(a) or to military leave.

50. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Department Head 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.
- (ii) 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.
- (iii) Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause (i) of this clause.
- (iv) A Department Head 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.
- (v) 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 (iii) may be granted Military Leave Top Up Pay by the Department Head.
- (vi) 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.
- (vii) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

- (viii) At the expiration of military leave granted in accordance with this Clause, the staff member shall furnish to the Department Head a certificate of attendance and details of the staff member's reservist pay signed by the commanding officer or other responsible officer.

51. Special Leave

- (i) Special Leave - Jury Service
- (a) A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
 - (b) 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 Department Head 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.
 - (c) 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 Department Head 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 Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (ii) 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.
- (a) 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 the department.
- (iii) 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:
- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (b) pay into the Parliament 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.
 - (c) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the department for the required period.
- (iv) 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 flex leave or recreation/extended leave on full pay, or leave without pay.
- (v) Special Leave - Examinations - 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 Department Head.
- (a) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

- (b) 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.
- (vi) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in Clause 55, Trade Union Activities of this award.
- (vii) A staff member who identifies as an Indigenous Australian may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations (NAIDOC). 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 the staff member. (vii) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, during such periods and subject to the conditions specified in the New South Wales Public Service Personnel Handbook at the time the leave is taken.
- (viii) Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 51A, Leave for Matters Arising From Domestic Violence have been exhausted, the Clerk(s) 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.

51A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 2, Definitions of this award;
- (ii) Leave entitlements provided for in clause 46, Family and Community Service Leave, clause 42 Sick leave to care for Family Member and clause 40, Sick Leave, may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 51A (ii) are exhausted, the Department Head(s) shall grant Special Leave as per subclause 51(vii);
- (iv) The Department Head(s) 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;
- (v) Personal information concerning domestic violence will be kept confidential by the agency;
- (vi) The Department Head(s), 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.

52. Purchased Leave

- (i) A staff member may apply to enter in an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (ii) Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- (iii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading
- (iv) The leave will count as service for all purposes.
- (v) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

- (vi) 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.
- (vii) To calculate the purchase leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks or purchased leave and then annualised at a pro rata rate over the 12 month period.
- (viii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) 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.
 - (c) Sick leave cannot be taken during a period of purchased leave
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay
 - (f) Higher duties allowance will not be paid when a period of purchased leave is taken.
- (ix) Specific conditions governing purchased leave may be amended from time to time in consultation with the Association.

53. Study Assistance

- (i) Study Time - The Department Head shall have the power to grant or refuse study time.
- (ii) Where the Department Head approves the grant of study time, the grant shall be subject to:
 - (a) the course being a course relevant to the department and/or the Parliament; and
 - (b) the time being taken at the convenience of the department or section.
 - (c) 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.
- (iii) Study time may be granted to both full and part time staff. Part time staff however shall be entitled to a pro-rata allocation of study time to that of a full-time staff.
- (iv) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (c) private study; and/or
 - (d) Accumulation, subject to the conditions specified in subclauses (vi) to (x) of this clause.
- (v) Staff 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:

- (a) Face-to-Face - Staff may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (b) Correspondence - Staff may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (c) Accumulation - Staff may choose to accumulate part or all of their study time as provided in paragraphs (vi) to (x) of this clause.
- (vi) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the department.
 - (vii) Staff 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 and the department.
 - (viii) Where at the commencement of an academic year/semester staff 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.
 - (ix) Staff 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.
 - (x) 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.
 - (xi) Staff studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
 - (xii) Correspondence Courses - Study time for staff 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.
 - (xiii) 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.
 - (xiv) Repeated subjects - Study time shall not be granted for repeated subjects.
 - (xv) 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.
 - (xvi) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
 - (xvii) The period granted as examination leave shall include:
 - (a) time actually involved in the examination;
 - (b) 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.
 - (xviii) The examination leave shall be granted for deferred examinations and in respect of repeat studies.

- (xix) 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.
- (xx) All staff members are eligible to apply and no prior service requirements are necessary.
- (xxi) Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (xxii) Where financial assistance is approved by the Department Head for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (xxiii) Scholarships for Part time Study - In addition to the study time/study leave provisions under this subclause, the department may choose to identify courses or educational programmes of particular relevance or value and establish a departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

54. Staff Development and Training Activities

- (i) For the purpose of this subclause, the following shall be regarded as staff development and training activities:
 - (a) all staff development courses conducted by a NSW Public Sector organisation;
 - (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (ii) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
 - (a) activities for which study assistance under clause 53 is appropriate, including university or TAFE courses;
 - (b) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (c) activities which are of no specific relevance to the NSW Parliament.
- (iii) Attendance of a staff member at activities considered by the Department Head to be:
 - (a) essential for the efficient operation of the department; or
 - (b) developmental and of benefit to the NSW Parliament

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.
- (iv) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the department:
 - (a) recognition that the staff members are performing normal duties during the course;

- (b) adjustment for the hours so worked under flexible working hours;
 - (c) payment of course fees;
 - (d) 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
 - (e) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 57, Overtime of this award.
- (v) The following provisions shall apply, as appropriate, to the activities considered to be staff developmental and of benefit to the department or section
- (a) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (b) payment of course fees;
 - (c) 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
 - (d) such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (vi) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the department or section, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head 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.
- (vii) 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 subclause.

55. Trade Union Activities

- (i) A trade union delegate will be released from the performance of normal departmental duty in respect of activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:
- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before
 - (1) meetings with management
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and

- (3) any other meeting with management, by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Appearing as a witness before the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals;
- (f) Representing their trade union at the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals as an advocate or as a Tribunal Member;
- (g) Presenting information on the trade union and trade union activities at induction sessions for new staff of the department; and
- (h) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

(ii) Trade Union Activities regarded as Special Leave.

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

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;
- (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (e) attendance at meetings called by the Presiding Officer(s), as the employer for industrial purposes, as and when required;
- (f) giving evidence before an Industrial Tribunal as a witness for the trade union;
- (g) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (i), (ii) and (iii) of this clause apply.

(iii) Trade Union Training Courses - The following training courses will attract the grant of special leave as specified below:

- (a) accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members.

The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the relevant trade union under a local arrangement pursuant to clause 5, Local Arrangements of this award.

- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
 - (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;

- (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.
- (iv) Trade Union On Loan Arrangements - Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:-
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
 - (b) briefing counsel on behalf of the union;
 - (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
 - (d) country tours undertaken by a member of the Executive or Council of the trade union;
 - (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.
 - (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
 - (1) the department will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the department will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the trade union.
 - (g) 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.
 - (h) 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 trade union needs to extend an on loan arrangement, the trade union shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
 - (i) Where the Department Head and the relevant trade union cannot agree on the on loan arrangement, the matter is to be referred to the Presiding Officer(s) for consultation with the Department Head and the trade union.

- (v) Period of Notice for Trade Union Activities - The Department Head must be notified in writing by the trade union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- (vi) Access to Facilities by Trade Union Delegates - The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:
 - (a) telephone, facsimile and, where available, E-mail facilities;
 - (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
 - (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.
- (vii) Responsibilities of the Trade Union Delegate - Responsibilities of the union delegate are to:
 - (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
 - (b) participate in the workplace consultative processes, as appropriate;
 - (c) follow the dispute settling procedure applicable in the workplace;
 - (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
 - (e) account for all time spent on authorised union business;
 - (f) when special leave is required, to apply for special leave in advance;
 - (g) distribute union literature/membership forms, under local arrangements negotiated between the Department Head and the relevant trade union; and
 - (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.
- (viii) Responsibilities of the Trade Union - Responsibilities of the Trade Union are to:
 - (a) provide written advice to the Department Head about a Trade Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph (b) of subclause (ix) of this clause;
 - (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - (e) apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement; and
 - (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly;
 - (g) advise the employer of any leave taken by the trade union delegate during the on loan arrangement.

- (ix) Responsibilities of Workplace Management - Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:
- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - (b) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - (c) where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
 - (d) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - (e) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, apply the provisions of paragraph (d) of this subclause;
 - (f) continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - (g) verify with the union the time spent by a union delegate or delegates on union business, if required; and
 - (h) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, consult with the trade union before taking any remedial action.
 - (i) Advise the accredited delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session
- (x) Right of Entry - The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* and the *Industrial Relations Act 1996*.
- (xi) Travelling and Other Costs of Trade Union Delegates
- (a) Except as specified in paragraph (c) of subclause (ix) of this clause, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
 - (b) In respect of meetings called by the workplace management in terms of paragraph (b) of subclause (ix) of this clause, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be paid, as appropriate, on the same conditions as apply under clause 19, Travel Allowances and clause 24, Allowance Payable for Use of Private Motor Vehicle of this award.
 - (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the department, in respect of union activities covered by special leave or on duty activities provided for in this clause.
 - (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the department by the union or the staff member.
- (xii) Industrial Action

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

(xiii) Consultation and Technological Change

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented in the department or section.
- (b) Management shall consult with the relevant trade union prior to the introduction of technological change.

56. Shift Work

- (i) 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%

Afternoon - at or after 1pm and before 4pm 12½%

Night - at or after 4pm and before 4am 15%

Night - at or after 4am and before 6am 10%

- (ii) 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.
- (iii) 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.
- (iv) 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 two times the rate for time worked.
- (v) Public Holidays -
 - (a) 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;
 - (b) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- (vi) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (vii) 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.

- (viii) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (ix) 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 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.
- (x) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (a) the completion of an ordinary rostered shift; or
 - (b) the completion of authorised overtime; or
 - (c) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (xi) Eight Consecutive Hours Break on Overtime -
 - (a) When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (xii) 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.
- (xiii) 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.

57. Overtime

- (i) General
 - (a) A staff member may be directed by the Department Head or their delegate 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:
 - (1) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to the staff member's health and safety,
 - (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,
 - (4) the notice (if any) given by the Department Head or their delegate regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
 - (b) Payment for overtime shall be made only where the staff member works directed overtime.
 - (c) 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 Clause 5 Local Arrangement of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the

Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

- (d) 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:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance,
- (e) Payment of overtime will not be made to staff defined as Members' staff in clause 2, Definitions who receive an all incidence of employment allowance.

(ii) Overtime

- (a) The provisions of this clause shall not apply to:
 - (1) shift workers as defined in clause 2, Definitions of this award and to whom provisions of subclauses (iii) of this clause apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the relevant trade union;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime; and
 - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
 - (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 5, Local Arrangements of this award apply;
 - (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;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

(iii) Overtime Worked by Shift Workers

- (a) 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.
 - (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.

- (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.
 - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (iv) 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.
 - (v) 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.
 - (vi) Rest Periods
 - (a) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (b) 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.
 - (c) The provision of this clause, Rest periods, will not apply to sessional staff where the overtime and attendance at work and rest period of less than 8 hours is the result of a sitting of the Legislative Assembly or the Legislative Council.
 - (vii) Recall to Duty
 - (a) 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.
 - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) 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 callout 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.
 - (d) 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.
 - (e) 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.
 - (f) 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.

- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the department'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.
- (viii) On call (Standby)
 - (a) When a staff member is directed to be on call or on standby for a possible recall to duty, payment of an on call allowance shall be made. Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this award, the rate shown in item 9 of Table 1 -Allowances, of Part B Monetary Rates shall be made for the duration of on call (standby).
 - (b) If a staff member who is on call and is called out by the Department, the applicable overtime provisions as set out in this Clause shall apply to the time worked.
 - (c) 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.
- (ix) Meal Breaks on Overtime
 - (a) 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.
 - (b) 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.
 - (c) 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.
- (x) Meal Allowances for Overtime
 - (a) If an adequate meal is not provided by the department, a meal allowance shall be paid by the department for meal breaks taken pursuant to subclause (ix) Meal Breaks on Overtime of this clause, provided the Department Head is satisfied that:
 - (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (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
 - (4) overtime is not being paid in respect of the time taken for a meal break.
 - (b) The amount of the allowance for the meal shall be at the rate specified in Item 11 of Table 1 - Allowances of Part B, Monetary Rates, as appropriate.

- (c) Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the relevant trade union(s) from negotiating different meal provisions under a local arrangement.
- (xi) Senior Staff payments:
 - (a) 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 Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.
 - (b) Sessional Staff as defined in clause 2, Definitions, whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to the rate prescribed as the maximum for a clerk grade 8, as varied from time to time, shall be entitled to payment of an allowance as set in item 12 Part B, Table 1 Allowances in lieu of overtime on each occasion they are required to work beyond 8.00 pm in sitting periods.
 - (xii) The Department Head 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 (xiii) of this clause.
 - (xiii) Leave In Lieu of Payment for overtime
 - (a) A staff member who, at the direction of the Department Head works overtime, may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
 - (b) The following provisions shall apply to the leave in lieu: -
 - (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;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - (3) the leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member. In such cases the conditions set out in clause 42, Sick Leave to Care for a Family Member of this award apply;
 - (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 department or section;
 - (5) leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
 - (6) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
 - (xiv) Calculation of Overtime
 - (a) Unless a minimum payment in terms of subclause (v) of this clause applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

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

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{Normal hours of work}}$$

- (d) 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.
- (e) Overtime is not payable for time spent travelling.

(xv) Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 34, Adjustment of Allowances of this award.
- (b) Where an allowance under paragraph (a) of this subclause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(xvi) Provision of Transport

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause 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 administrative units of departments where knowledge of each particular situation will enable appropriate judgements to be made.

- (b) 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.

- (c) Provision of Taxis

Where a staff member, other than a staff working rostered shifts, ceases overtime 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.

58. Grievance and Dispute Settling Procedures

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

- (ii) 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.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within three (3) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or appointed deputy.
- (v) 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 three (3) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Presiding Officer(s) for consideration.
- (vii) If the matter remains unresolved, the Department Head 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.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, department and Presiding Officer(s) shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) 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.

59. Anti Discrimination

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

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

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

60. Existing Entitlements

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

61. Deduction of Union Membership Fees

- (i) The union shall provide the Presiding Officers with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the Presiding Officers of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the union at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the Presiding Officers shall deduct union fortnightly membership fees from the salary of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorized the Presiding Officers to make such deductions.
- (iv) Monies so deducted from staff members' salary shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (v) Unless other arrangements are agreed to by the Presiding Officers and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

62. Secure Employment

- (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part time employees.

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
- (1) whether the employee will convert to full-time or part time employment; and
 - (2) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(iii) Work Health and Safety

(a) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(iv) Disputes Regarding the Application of this Clause

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

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

PART B
MONETARY RATES

Table 1 - Allowances

Effective 1 July 2011

Item No	Clause No	Description	Amount			
1	Clause 21	Meal expenses on one day journeys: Capital cities and high cost country centres (see list in item 2)				
		(a) Breakfast	\$25.90			
		(b) Dinner	\$49.65			
	(c)	Tier 2 and other country centres (see list in item 2)	Lunch	\$29.15		
			(a) Breakfast	\$23.20		
			(b) Dinner	\$45.70		
			(c) Lunch	\$26.50		
			2	Clause 19 (ii)(c)(2)	Travelling allowances when staying in Non-Government Accommodation.	
					Capital cities:	Per day
Adelaide	\$280.45					
Brisbane	\$328.45					
Canberra	\$291.45					
Darwin	\$339.45					
Hobart	\$255.45					
Melbourne	\$296.45					
Perth	\$356.45					
Sydney	\$308.45					
High cost country centres	Per day					
Albany (WA)	\$302.45					
Alice Springs (NT)	\$273.45					
Bordertown (SA)	\$258.45					
Bourke (NSW)	\$288.45					
Bright (VIC)	\$275.45					
Broome (WA)	\$383.45					
Bunbury (WA)	\$278.45					
Burnie (TAS)	\$283.45					
Cairns (QLD)	\$263.45					
Carnarvon (WA)	\$274.45					
Castlemaine (VIC)	\$263.45					
Chinchilla (QLD)	\$266.45					
Christmas Island (WA)	\$303.45					
Cocos (Keeling) Islands (WA)	\$408.45					
Colac (VIC)	\$261.45					
Dalby (QLD)	\$267.45					
Dampier (WA)	\$298.45					
Derby (WA)	\$313.45					
Devonport (TAS)	\$263.45					
Emerald (QLD)	\$279.45					
Esperance (WA)	\$258.45					
Exmouth (WA)	\$378.45					
Geraldton (WA)	\$298.45					

Gladstone (QLD)	\$310.45
Gold Coast (QLD)	\$272.45
Gosford (NSW)	\$263.45
Halls Creek (WA)	\$322.45
Hervey Bay (QLD)	\$280.45
Horn Island (QLD)	\$323.45
Jabiru (NT)	\$315.45
Kalgoorlie (WA)	\$282.45
Karratha (WA)	\$470.45
Katherine (NT)	\$257.45
Kingaroy (QLD)	\$257.45
Kununurra (WA)	\$325.45
Mackay (QLD)	\$284.45
Maitland (NSW)	\$275.45
Mount Isa (QLD)	\$283.45
Mudgee (NSW)	\$258.45
Newcastle (NSW)	\$278.45
Newman (WA)	\$318.45
Norfolk Island (NSW)	\$452.45
Northam (WA)	\$286.45
Orange (NSW)	\$278.45
Port Hedland (WA)	\$418.45
Port Lincoln (SA)	\$293.45
Port Macquarie (NSW)	\$263.45
Port Pirie (SA)	\$263.45
Queanbeyan (NSW)	\$256.45
Roma (QLD)	\$262.45
Thursday Island (QLD)	\$323.45
Wagga Wagga (NSW)	\$264.45
Weipa (QLD)	\$261.45
Whyalla (SA)	\$279.45
Wilpena-Pound (SA)	\$290.45
Wollongong (NSW)	\$259.45
Wonthaggi (VIC)	\$261.45
Yulara (NT)	\$403.45
Tier 2 country centres	Per day
Albury (NSW)	\$246.15
Ararat (VIC)	\$246.15
Armidale (NSW)	\$246.15
Ayr (QLD)	\$246.15
Bairnsdale (VIC)	\$246.15
Ballarat (VIC)	\$246.15
Bathurst (NSW)	\$246.15
Bega (NSW)	\$246.15
Benalla (VIC)	\$246.15
Bendigo (VIC)	\$246.15
Broken Hill (NSW)	\$246.15
Bundaberg (QLD)	\$246.15
Ceduna (SA)	\$246.15
Charters Towers (QLD)	\$246.15
Coffs Harbour (NSW)	\$246.15
Cooma (NSW)	\$246.15
Dubbo (NSW)	\$246.15
Echuca (VIC)	\$246.15

		Geelong (VIC)	\$246.15
		Goulburn (NSW)	\$246.15
		Griffith (NSW)	\$246.15
		Gunnedah (NSW)	\$246.15
		Hamilton (VIC)	\$246.15
		Horsham (VIC)	\$246.15
		Innisfail (QLD)	\$246.15
		Kadina (SA)	\$246.15
		Launceston (TAS)	\$246.15
		Lismore (NSW)	\$246.15
		Mildura (VIC)	\$246.15
		Mount Gambier (SA)	\$246.15
		Muswellbrook (NSW)	\$246.15
		Naracoorte (SA)	\$246.15
		Nowra (NSW)	\$246.15
		Port Augusta (SA)	\$246.15
		Portland (VIC)	\$246.15
		Queenstown (TAS)	\$246.15
		Renmark (SA)	\$246.15
		Rockhampton (QLD)	\$246.15
		Sale (VIC)	\$246.15
		Seymour (VIC)	\$246.15
		Shepparton (VIC)	\$246.15
		Swan Hill (VIC)	\$246.15
		Tamworth (NSW)	\$246.15
		Tennant Creek (NT)	\$246.15
		Toowoomba (QLD)	\$246.15
		Townsville (QLD)	\$246.15
		Tumut (NSW)	\$246.15
		Wangaratta (VIC)	\$246.15
		Other country centres	\$224.15
3	Clause 19(ii)	Incidental expenses when claiming actual expenses - all locations	\$18.75
4	Clause 19 (ii)(f)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	Clause 19	Government accommodation - Incidental expenses (per day)	\$18.75
6	Clause 24	Use of private motor vehicle Official business Casual rate (40% of official business rate) Motor cycle allowance (50% of official business rate) Towing trailer or horse float (13% of the official business rate)	Cents per kilometre 66.0 26.4 33.0 8.6
7	Clause 27	Community language allowance scheme - - Base Level Rate - Higher Level Rate	Per annum \$1312 pa \$1972 pa
8	Clause 29	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid	Per annum \$845 pa \$1269 pa

		certificate	
9	Clause 31	On-call allowance (per hour)	0.92 per hour
10	Clause 32	Laundry allowance	\$4.70 per week
11	Clause 57 (x)	Overtime meal allowances Breakfast Lunch Dinner	\$28.80 \$28.80 \$28.80
12	Clause 57(xi)(b)	Allowance in lieu of overtime Sessional Staff above Clerk Grade 8	\$373.43 per occasion
13	Clause 28	Flying Allowance	\$19.68 per hour
14	Clause 32	Service Increments Allowance	\$34.11 per annum

J. D. STANTON, Commissioner

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