

SERVICE NSW (SALARIES AND CONDITIONS) EMPLOYEES AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 188856 of 2021)

Before Commissioner Webster

9 July 2021

AWARD

Clause No. Subject Matter

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SECTION 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This award shall be known as the Service NSW (Salaries and Conditions) Employees Award 2021.

2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- 2.2 Award means the Service NSW (Salaries and Conditions) Employees Award 2021.
- 2.3 Daily rate or rate per day means the rate payable for 24 hours, unless otherwise specified.
- 2.4 Division Head means the Chief Executive Officer of Service NSW and includes the delegate of the Chief Executive Officer as appropriate.
- 2.5 "Employee" shall mean a person employed by Service NSW.

- 2.6 "Employer" shall mean Service NSW under delegation by the Industrial Relations Secretary pursuant to s.50 of the *Government Sector Employment Act 2013*.
- 2.7 Extended leave means extended (long service) leave to which an employee is entitled under the provisions of Schedule 1 to the Government Sector Employment Regulation 2014, as amended from time to time.
- 2.8 Headquarters means the centre(s) to which an employee is attached, or from which an employee is required to operate on a long-term basis.
- 2.9 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Division Head, which, due to its character or special circumstances, cannot be performed during the employees ordinary hours of duty.
- 2.10 "Parties" shall mean Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).
- 2.11 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 role or under a part-time arrangement.
- 2.12 Public holiday means a day proclaimed under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 2.13 Service NSW, means the Public Service executive agency known as Service NSW, related to Department of Finance, Services and Innovation, or subsequent Department, established under Schedule 1 Part 2 of the *Government Sector Employment Act 2013* (NSW).
- 2.14 Public Service senior executive (PSSE) means the Chief and Public Service senior executives, employed pursuant to Division 4 of Part 4 of the *Government Sector Employment Act 2013*.
- 2.15 Temporary work location means the place at or from which an employee temporarily performs official duty if required to work away from headquarters.

3. Parties to the Award

- 3.1 This Award has been made between Service NSW and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Area, Incidence and Duration

- 4.1 This Award applies to all employees of Service NSW.
- 4.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and rescinds and replaces the Service NSW (Salaries and Conditions) Employees Award 2018, published 29 March 2019 (384 I.G. 177)
- 4.3 This Award will come into effect on and from 1 July 2021 and will remain in force for 12 months.

5. Reward & Recognition Management

- 5.1 Service NSW recognises the value to the organisation of rewarding staff commitment and outstanding performance. Service NSW will commit to the development of a reward and recognition system during the term of this Award. This process will be facilitated through the establishment of a reward and recognition working party and agreed terms of reference.
- 5.2 The aims of the Service NSW Reward & Recognition Management system are (consistent with the NSW Government Wages Policy):

- a) to establish a climate of continuous improvement within Service NSW.
- b) to match individual objectives with Service NSW objectives and Corporate and Strategic Plans.
- c) to provide a process that ensures open communication between staff and supervisors about the work they do, how it is done and how contribution is managed, recognised and rewarded.

6. Consultative Mechanism

- 6.1 Service NSW will consult with its employees and the Association where the implementation of significant change is being considered. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and employees. The consultative provisions are directed toward the development of a relationship of inclusion, involvement and mutual trust between the parties.

Joint Consultative Committee (JCC)

- 6.2 Service NSW, delegates and Association representatives, will meet at least four (4) times per year, via a joint consultative committee process. The Joint Consultative Committee (JCC) will consist of senior Service NSW management representatives, Association representatives and site delegates, as appropriate. This Committee will meet to consult on matters which have organisational wide impact or implications and matters that have been escalated from local consultative committees.

Local Consultative Committees

- 6.3 Local site Consultative Committees will be established at Service NSW workplaces to discuss local issues. The Committees will consist of representatives of local management and employees as well as an Association representative. These Committees will meet to consider local matters.
- 6.4 Local site Consultative Committees will meet where practical and provide updates to and/or refer unresolved matters to the Service NSW JCC.

General Consultative Arrangements

- 6.5 When a change is proposed that will have an impact on the working arrangements of employees, including the introduction of technological change, Service NSW will consult with employees and the Association. Service NSW will provide relevant information about:
- (a) The proposed change;
 - (b) Effects on the employees;
 - (c) The rationale for the proposed changes based on business needs; and
 - (d) The proposed time frame and plan for managing the change.
- 6.6 Service NSW will meet with the affected employees and the Association and discuss the effects of the changes on the employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected employees.
- 6.7 The employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with the Association, to consider the change and respond to any proposed changes.
- 6.8 Service NSW will genuinely consider all input provided by employees and the Association and provide timely responses to matters raised.

When assessing strategies for managing change, Service NSW may consider a range of options to mitigate the impact on employees including, attrition, voluntary redundancy programs, job redesign, redeployment, training and development, use of leave by agreement and conversion to part-time employment.

- 6.9 Where matters cannot be resolved through the consultative process, any party may utilise the Grievance and Dispute Settling Procedure at clause 45.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Service NSW - Classifications and Salaries

Salary rates for the following classifications shall be paid in accordance with Schedule A - Service NSW Salaries.

7.1 Contact Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Customer Concierge Operator	Grade 2	Year 1	Grade 2	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Service Quality Coach	Grade 6	Year 1	Grade 7	Year 3
Team Leader	Grade 6	Year 1	Grade 7	Year 3
Call & Resource Planning Analyst	Grade 6	Year 1	Grade 7	Year 3
Assistant Manager	Grade 8	Year 1	Grade 9	Year 3
Contact Centre Manager				
Small	Grade 9	Year 1	Grade 10	Year 3
Medium	Grade 10	Year 1	Grade 11	Year 3
Large	Grade 11	Year 1	Grade 12	Year 3

7.2 Service Centre

Classification	Minimum Starting Salary		Maximum Salary	
	Grade	Increment	Grade	Increment
Digital Service Representative	Grade 2	Year 1	Grade 3	Year 3
Customer Service Representative	Grade 3	Year 1	Grade 4	Year 3
Concierge	Grade 5	Year 1	Grade 6	Year 3
Service Co-ordinator	Grade 6	Year 1	Grade 6	Year 3
Customer Service Representative Driver Tester - Level 1*	Grade 5	Year 1	Grade 5	Year 1
Customer Service Representative Driver Tester - Level 2*	Grade 5	Year 2	Grade 5	Year 2
Customer Service Representative Driver Tester - Level 3*	Grade 5	Year 3	Grade 5	Year 3
Service Centre Manager				
Level 1	Grade 6	Year 1	Grade 7	Year 3
Level 2	Grade 7	Year 1	Grade 8	Year 3
Level 3	Grade 8	Year 1	Grade 9	Year 3
Level 4	Grade 9	Year 1	Grade 10	Year 3
Level 5	Grade 11	Year 1	Grade 11	Year 3
Customer Service Representative Driver Testers: *Appointment to Year 1 is based on the successful completion of Type 1 Driving Instructor Knowledge Test and Type 1 Driving Instructor Driving Test in a manual vehicle.				
Progression to Year 2 is subject to the successful completion of relevant training and assessment program/s and Service NSW business requirements.				
Progression to Year 3 is subject to the successful completion of relevant training and assessment program/s and application of Heavy Vehicle Knowledge Test and Service NSW business requirements.				
Progression within the levels for Driver Tester shall be based on the successful completion of relevant training and application, subject to Service NSW business requirements, of designated Driver Tester skills specified in the progression table below.				

Progression Criteria for Customer Service Representative Driver Tester classification

Grade 5 Level 1	Grade 5 Level 2	Grade 5 Level 3
Car Class C	Car Aged Class C	
Car Driving Instructor Driving Test Class C	Heavy Vehicle LR to MR	Heavy Vehicle HR to HC
	Heavy Vehicle Aged LR to MR	Heavy Vehicle Aged HR to HC
	Heavy Vehicle Driving Instructor Driving Test LR to MR	Heavy Vehicle Driving Instructor Driving Test HR to HC
	Short Manual Truck Test (to remove condition B) LR to MR	Short Manual Truck Test (to remove condition B) HR to HC
	Disability Driving Test Class C to MR	Disability Driving Test HR to HC
	Test Course Design C to MR	Test Court Design HR to HC
	Motorcycle	Heavy Vehicle Aged HR to HC
	Heavy Vehicle LR to MR	
Explanation of terms: <ul style="list-style-type: none"> • MC - Multi Combination - road train or B-Double • HC - Heavy Combination - heavy articulated vehicle • HR - Heavy Rigid - heavy rigid truck or bus • MR - Medium Rigid - medium rigid truck or bus • LR - Light Rigid - small bus or truck • C - Car 		

8. Forms of Employment

8.1 Employees may be engaged as ongoing, temporary or casual, on either a full-time or part-time basis. Ongoing employment is to be the preferred form of employment for Service NSW.

8.2 Standard Hours - Full-Time

A full-time employee is engaged as such, to work seventy (70) hours per fortnight.

8.3 Standard Hours - Part-Time

A part-time employee is engaged as such, to work at least eight (8) hours per fortnight and less than seventy (70) hours per fortnight.

8.4 Temporary Service NSW Employee

A temporary employee is a person engaged for a limited duration, on a full-time or part-time basis.

8.5 A person may be employed as a temporary employee in Service NSW:

- (a) for the duration of a specified task or project, or
- (b) to carry out the duties of a role that is temporarily vacant, or
- (c) to provide additional temporary assistance in a particular work area, or
- (d) in connection with the secondment or exchange of staff, or
- (e) to undertake a traineeship or cadetship, or
- (f) for any other temporary purpose.

8.6 The maximum period for which a temporary employee may be engaged is up to four (4) years. The maximum total period of 4 years may, with the approval of the Public Service Commissioner, be extended for an additional period of up to 12 months to a total of five (5) years.

- 8.7 The commencing and finishing times for each day are determined by local management.
- 8.8 The services of a temporary employee will be terminated:
- (a) at the end of the period of employment; or
 - (b) at any time by local management or the employee giving two (2) weeks' notice, or pay in lieu thereof.
- 8.9 The re-engagement of a temporary employee is subject to approval by the Chief Executive Officer of Service NSW, or their approved delegate.

Appointment of long-term temporary employees

- 8.10 A long term temporary employee may, with the approval of the Division Head, be appointed to an ongoing role in Service NSW, if the Division Head has made a recommendation in accordance with this clause, for the appointment of the employee to the role, subject to the following requirements having been satisfied:
- (a) Employment as a Service NSW temporary employee falls within a continuous employment period of at least 12 months.
 - (b) The temporary employee must, at some stage of the temporary employment period, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the role concerned (whether or not the duties of the role are substantially the same as the duties performed during the temporary employment), and
 - (c) The temporary employee was performing duties at that grade following some form of open competition that involved the merit selection of the employee as the person who, in the opinion of the Division Head, had the greatest merit among the candidates concerned,
 - (d) The rate of salary or wages proposed to be payable to the holder of the role concerned at the time of appointment must not exceed the maximum rate payable for Service NSW Grade 11.
 - (e) The Division Head must be satisfied that ongoing work is available in respect of the employee and the role in Service NSW,
 - (f) The Division Head must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the role concerned,
 - (g) Appointment under this clause is not subject to probation, unless the Division Head otherwise directs.

8.11 Casual Employee

A casual employee is any employee who works on an hourly basis as required and is paid as such.

9. Service NSW Probation Period

- 9.1 All new ongoing employees, other than an employee who immediately prior to their employment in Service NSW was employed in the NSW Public Service in an ongoing role, will be subject to a minimum six (6) month probationary period.
- 9.2 Service NSW may extend the probationary period once, by up to three (3) months, to a maximum of nine (9) months.

10. Termination of Employment

10.1 Subject to clause 8.8 above, the services of an employee may be terminated by:

- (a) resignation, i.e. voluntarily leaving the service of Service NSW
- (b) retirement
- (c) dismissal, or
- (d) redundancy

10.2 Period of notice

- (a) With the exception of casual employees, two (2) weeks' notice of termination of employment by an employee or the employer shall be given and paid, or such further period as agreed by the employee and employer. Service NSW may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- (b) Employees over forty-five (45) years of age will be provided with an additional one (1) weeks' notice.
- (c) Notwithstanding anything contained in this clause, Service NSW may dismiss any staff member without notice for serious and wilful misconduct or neglect of duty. In such cases, salary and entitlements will only be paid up to the time of dismissal.
- (d) On termination, employees are required to return all property belonging to Service NSW. Employees may be required to compensate Service NSW for property which is not returned.

11. Spread of Operating Hours

The standard hours of work shall be worked within the spread of operating hours as follows:

11.1 Service NSW Service Centres

- (a) Monday to Friday 6:30am to 7:30pm
- (b) Saturday 7:30am to 3:30pm

11.2 Service NSW Contact Centres

- (a) Monday to Saturday 6:30am to 7:30pm

11.3 Service NSW Corporate Office

- (a) Monday to Friday 6:30am to 7:30pm

11.4 In the event that Service NSW employs staff outside of the prescribed spread of operating hours, both parties agree to negotiate new provisions in respect of affected employees.

11.5 Local arrangements may be negotiated between the Division Head and the Association, and approved by the Secretary of Treasury, in respect of the whole of Service NSW, or part of Service NSW in respect of matters contained within the Award.

12. Extended Operating Hours

12.1 During the term of this Award Service NSW may introduce extended operating hours within Contact Centres.

12.2 Extended operating hours where introduced will be worked on the following basis:

- (a) Contact centre employees already employed as at the date this Award commences to operate may only undertake extended hours by consent of the employee;
- (b) Contact centre employees commencing employment after the commencement of this Award, may be rostered to undertake extended operating hours on a rotational basis.
- (c) Extended operating hours will attract the following shift loading from Monday to Friday:
 - (i) commencing at or after 2.00pm and no later than 3.30pm 12.5%
- (d) Extended operating hours will attract the following shift loadings for work performed on weekends:
 - (ii) Saturday shifts, which are not a public holiday, at the rate of ordinary time and one half;
 - (iii) Sunday shifts, which are not a public holiday, at the rate of ordinary time and three quarters;provided that extended operating hours on weekends will not extend beyond a finishing time of 11.00pm.
- (e) Where a contact centre employee works on a public holiday the employee will be paid at two and a half times the ordinary rate for all time worked. Such payment shall be in lieu of any shift loadings, including shift loadings for extended operating hours and weekend work.

13. Additional Leave for Employees Working Extended Operating Hours

13.1 Additional leave will be granted to employees working extended operating hours in accordance with clause 12 of this Award, on the following basis:

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

14. Meal Break

14.1 Meal breaks must be given to and taken by employees. No employee shall be required to work more than five (5) consecutive hours without a meal break.

14.2 A meal break shall be for a minimum of thirty (30) minutes duration. Local management has discretion to approve meal breaks up to one (1) hour duration.

14.3 Meal breaks are unpaid.

14.4 Tea Breaks

- (a) Employees may take a tea break of up to ten (10) minutes duration at a time convenient to the business needs of Service NSW.

- (b) Time taken for such breaks shall be without interruption to service.

15. Change of Operating Hours Within the Spread of Hours

15.1 Any change to the operating hours of a Service Centre or Contact Centre within the spread of hours as set out in clause 11 shall be subject to the General Consultative Arrangements as per clause 6, inclusive of the following consultative process:

- (a) Service NSW shall notify employees in writing of any change to operating hours at least six (6) weeks in advance of the date on which the change is proposed to take place.

16. Ordinary Hours of Work

16.1 Full Time Employees

- (a) The ordinary hours of work for full-time employees of Service NSW are seventy (70) hours per fortnight (Monday to Saturday), which are to be worked over a two (2) week roster cycle, within the spread of hours in clause 11.
- (b) Full-time employees, in a Service Centre or Contact Centre shall be rostered to work their seventy (70) hours per fortnight in either nine (9) days or ten (10) days, Monday to Saturday in the two (2) week roster cycle, based on the operational needs of Service NSW.
- (c) Full-time Service Centre and Contact Centre employees shall not be required to work more than five (5) consecutive days during the roster cycle.
- (d) Subject to rostering arrangements of this Award, any other change to the days worked or the span of hours will be by agreement between Service NSW and the employee.
- (e) Work undertaken on a Saturday will comprise part of an employee's standard hours of work over a two (2) week roster cycle. Employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- (f) Work undertaken on a Saturday will be subject to the payment of a 50% loading, under subclause 18.2.
- (g) The minimum hours to be rostered for work by employees on a Saturday shall be four (4).

16.2 Part Time Employees

- (a) Part-time work may be undertaken with the agreement of Service NSW.
- (b) Unless otherwise specified in the award, part-time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works.
- (c) A part-time employee is to work agreed contract hours, less than full-time hours. The part time contract hours are to reflect the regular and systematic hours worked by the part-time employee.
- (d) Before commencing part-time work, Service NSW and the employee must agree upon:
 - (i) the hours to be worked by the employee, the days upon which they will be worked, commencing and ceasing times for the work unless rostered to work as part of a rotating roster, and whether hours may be rostered flexibly;
 - (ii) whether flexible working hours provisions or standard hours provisions will apply to the part-time employee; and
 - (iii) the classification applying to the work to be performed.

- (e) Part-time employees can agree to work additional ordinary hours of duty, at ordinary rates of pay up to thirty-five (35) hours per week. For the time worked in excess of the employee's usual hours and up to the normal full-time hours for the classification, part-time employees will:

be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of recreation leave;
or
 - (i) if working under the Service NSW Flexible Working Hours Agreement, have the time worked credited as flex time.
- (f) Part-time work may be undertaken within the spread of hours, as set out in clause 11 - Spread of Operating Hours.
- (g) The hours of work shall be recorded in writing between the employee and Service NSW and advised to the employee in advance in accordance with clause 11 - Spread of Operating Hours.
- (h) The minimum hours to be worked by part-time employees on any rostered days, including Saturdays shall be four (4), however a part-time employee retains the right to elect a minimum of three (3) hours.
- (i) Part-time employees shall not be required to work more than five (5) consecutive days in any fortnight roster cycle, except by way of mutual agreement.
- (j) Part-time employees shall not be required to work more than one (1) Saturday in two (2) except by way of mutual agreement.
- (k) Service NSW can change the hours rostered within the specified span by giving four (4) weeks' notice and consulting with affected employees, taking into consideration any direct impact on personal responsibilities and/or individual circumstances. For the purposes of this paragraph, the specified spread of hours shall mean the band of ordinary hours of work that the part-time employee has agreed to work.
- (l) Subject to clause 17 - Rosters, any other change to the days worked or the spread of hours will be subject to prior agreement with and written approval by Service NSW.

16.3 Casual Employees

- (a) Casual employees shall be engaged as such and work on an hourly basis for a minimum of four (4) hours per engagement, within the spread of hours as set out in clause 11. However a casual employee retains the right to elect a minimum of three (3) hours.
- (b) Casual employees shall not be required to work more than five (5) consecutive days under any contract of employment, except by way of mutual agreement.
- (c) Casual employees shall be paid the Monday to Friday ordinary hourly rate of pay for the classification in which they are employed, multiplied by 1.17, subject to subclause 18.3.
- (d) The loading specified above recognises the casual nature of the employment and compensates the employee for all leave (other than Long Service Leave), and all other incidence of employment, except overtime.

17. Rosters

- 17.1 Rosters will be based on fortnightly periods and published four (4) weeks in advance. Rosters will be made accessible to employees.

- 17.2 In the event of an emergency, the hours of work and/or rostered starting and/or finishing times on any one day may be changed by way of mutual agreement.
- 17.3 Where less than seven (7) days' notice is given by Service NSW of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- 17.4 Mutual exchanges of rostered days between employees shall be subject to prior agreement of Service NSW.
- 17.5 Where employees are rostered in such a way that the days on which they are rostered to work fluctuates from week to week, an employee rostered off work on a public holiday being a day on which the employee usually works, may elect to be paid by one of the following methods, subject to mutual agreement from Service NSW:
- (a) payment of an additional day's salary; or
 - (b) addition of one day to the employee's annual holidays; or
 - (c) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
- Provided that for this clause "day" is the number of hours the employee would have worked were the employee rostered on that day.
- 17.6 Service NSW can, on up to three (3) Saturdays each calendar year, require employees to attend a training session within the spread of hours as set out in clause 11. The time spent on training will be adjusted as part of the employee's ordinary hours. The employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.
- 17.7 Service NSW employees who are rostered free of duty on a public holiday due to working 9 days, Monday to Saturday in the two (2) week roster cycle under paragraph 16.1(b) of the Award, are entitled to the provisions of clause 17.5 above.

18. Loadings for Certain Ordinary Hours

- 18.1 Payment for all hours worked within the spread of operating hours Monday to Friday, shall be at the ordinary hourly salary rate.
- 18.2 For full-time and part-time employees, in Contact Centres and Service Centres, payment for all hours of duty on Saturday shall be at the ordinary hourly salary rate plus fifty (50) per cent.
- 18.3 For casual employees, the payment for all hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first level of the classification in which they are employed.
- 18.4 Where part-time employees work in excess of the rostered hours for a day and within the spread of operating hours of duty as set out in clause 11, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- 18.5 Where part-time employees are required to work in excess of the rostered hours on a Saturday, but within the spread of operating hours of duty for Saturday as set out in clause 11, a loading of fifty (50) per cent as prescribed in subclause 18.2 of this Part shall apply.

19. Overtime

- 19.1 Full-time employees shall be paid overtime for all time worked:

- (a) outside the spread of operating hours of duty as set out in clause 11 - Spread of Operating Hours, for which they are rostered.
 - (b) before or after the daily ordinary hours of duty set out in the roster described in the provisions of clause 17 - Rosters and worked within the spread of hours of duty as set out in clause 11 - Spread of Operating Hours.
- 19.2 Part-time employees and casual employees shall be paid for time worked in excess of the full-time hours of the classification, or outside the spread of operating hours of duty as set out in clause 11, at the appropriate overtime rate.
- 19.3 Where employees are rostered on six (6) consecutive days, work within the spread of operating hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with clause 18 - Loadings for Certain Ordinary Hours.

Overtime in General

- 19.4 Service NSW may require an employee to work reasonable overtime, payable at overtime rates.
- 19.5 An employee may refuse to work overtime in circumstances where the working of overtime would result in the employee working hours which are unreasonable. For the purposes of this paragraph, what is unreasonable or otherwise will be determined by having regard to:
- (a) any risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by Service NSW regarding the working of overtime, and by the employee of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

Payment for Overtime

- 19.6 Payment for overtime shall be made only where the employee works directed overtime.
- 19.7 Overtime is not payable for time spent travelling.
- 19.8 Payment for overtime to employees shall be made at the following rates:
- (a) For all time worked before the usual commencing time and after the usual ceasing time, Monday to Friday, at the rate of time and one-half for the first two (2) hours and double time thereafter;
 - (b) Saturday - All overtime worked on a Saturday, at the rate of time and one-half for the first two (2) hours and double time thereafter;
 - (c) Sunday - All overtime worked on a Sunday at the rate of double time;
 - (d) Public Holiday - All time worked on a public holiday at the rate of double time and one-half.
 - (e) An employee who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment for three (3) hours work at the appropriate overtime rates.
 - (f) An employee who is called out for emergency duty other than on days provided in paragraph (d) of this clause, shall be paid a minimum payment of three (3) hours work at overtime rates, provided that the hours paid for do not overlap with the employee's normal hours of duty.

- (g) An employee whose salary exceeds the maximum rate for Service NSW Grade 9, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Service NSW Grade 9, unless the Division Head approves payment for directed overtime at the employees appointed grade.

Calculation of Hourly Rate for Overtime

19.9 For the purpose of calculating the hourly rate, the following formula shall be used:

$$\frac{\text{Annual Salary}}{365.25} \times \frac{7}{365.25} \times \frac{1}{35}$$

Election to Take Leave in Lieu of Overtime

19.10 An employee who works overtime may within two (2) working days following such work, elect to take leave in lieu of payment for all or part of the employee's entitlement in respect of the overtime worked, as calculated in accordance with subclauses 19.8 and 19.9 of this clause. Provided that:

- (a) Leave in lieu of payment shall be taken at a convenient time, by way of mutual agreement.
- (b) Such leave in lieu shall accrue and be taken in rostered shift lengths only.
- (c) The maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one (1) seven (7) hour day.
- (d) Leave in lieu shall be taken within three (3) months of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an employee may elect to have such leave in lieu added to annual leave credits.
- (e) An employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

Meal Allowance - Overtime

19.11 Employees directed to work overtime for an hour and a half or more immediately after their finishing time, without being given twenty-four (24) hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by Service NSW, or be paid the amount as set out at Item 4 of Schedule B for the first and for each subsequent meal occurring every four (4) hours thereafter.

19.12 Where the allowance payable under subclause 19.11 above is insufficient to reimburse the employee the cost of a meal, properly and reasonably incurred, Service NSW shall approve payment of actual expenses incurred by the employee.

20. On-Call (Stand-By) and On-Call Allowance

20.1 An employee shall be:

- (a) Entitled to be paid the on call allowance set out in Item 8 of Schedule B - Service NSW Rates and Allowances when directed by the Division Head to be on call or on standby for a possible recall to duty outside the employee's working hours;
- (b) If an employee who is on call and is called out by the Division Head, the overtime provisions as set out in clause 19, Overtime, of this award, 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.

21. Public Holidays

- 21.1 Unless directed to attend for duty by Service NSW, an employee is entitled to be absent from duty without loss of pay on any day which is:
- (a) A day proclaimed under Part 2 of the *Public Holidays Act 2010*, as a public holiday; and
 - (b) A day between Boxing Day and New Year's Day, determined by the appropriate Division Head as a Public Service Holiday.

22. Flexible Work Practices

- 22.1 Nothing in this award shall affect the hours of duty of an employee who is covered by a written flexible working agreement negotiated under the Service NSW Flexible Working Guidelines, as amended from time to time.
- 22.2 Flexible working agreements negotiated in terms of the Service NSW Flexible Working Guidelines shall be subject to the conditions specified in this award.

SECTION 3 - TRAVEL ARRANGEMENTS

23. Travelling Compensation

- 23.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by Service NSW.
- 23.2 This clause applies to employees who:
- (a) are required to proceed on duty away from their normal headquarters;
 - (b) cannot return to their normal headquarters on the day of departure; and
 - (c) do not permanently change their headquarters.
- This clause does not apply to employees who are on an employee initiated secondment, for the initial travel to and from the new location.
- 23.3 The Division Head shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 23.4 Service NSW will apply the rates as set at Schedule B - Rates and Allowances, for the following allowances:
- (a) Travel allowances (involving overnight stay).
 - (b) Meal allowances (not requiring overnight accommodation).
- 23.5 Payment of any actual expenses shall be subject to the production of receipts.

Accommodation Arrangements

- 23.6 An employee, required by Service NSW to work from a temporary location shall be paid the appropriate rate of allowance for accommodation and meal expenses (if not provided by Service NSW) and incidental expenses, as per Schedule B - Rates and Allowances.
- 23.7 Service NSW will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause.
- 23.8 Employees shall obtain prior approval before making their own arrangements for overnight accommodation.

- 23.9 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three (3) star or three (3) diamond standard of accommodation.
- 23.10 The need to obtain overnight accommodation shall be determined by Service NSW, having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 23.11 Where employees are required to attend conferences or seminars which involve evening sessions, or employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by Service NSW.
- 23.12 Employees who are required to stay in overnight accommodation will receive the rates for that region as set at Schedule B - Rates and Allowances.
- 23.13 For the first thirty-five (35) days, the payment shall be:
- (a) Where Service NSW elects to pay the accommodation provider, the employee shall receive:
 - (i) The appropriate meal allowance as set at Item 1 of Schedule B - Rates and Allowances, and
 - (ii) Incidentals as set at Item 3 of Schedule B - Rates and Allowances, and
 - (iii) Actual meal expenses properly and reasonably incurred, for any residual part day travel.
 - (b) Where Service NSW elects not to pay the accommodation provider, the employee shall receive either:
 - (i) The appropriate rate of allowance as set at Item 2 of Schedule B - Rates and Allowances, and actual meal expenses properly and reasonably incurred, for any residual part day travel, or
 - (ii) In lieu of subparagraph (i) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business, together with an incidentals expenses allowance set out in Item 3 of Schedule B - Rates and Allowances.
- 23.14 The allowance will be reduced to 50% of the relevant rate for employees who remain in a region for more than 35 days and up to a period of six (6) months.

Excess Travelling Time

- 23.15 An employee directed to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Division Heads discretion, be compensated for such time either by:
- (a) Payment for travelling time, at the employee's ordinary rate of pay on an hourly basis, shall be calculated as follows:

$$\frac{\text{Annual Salary}}{260.89} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$
 - (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.
 - (c) Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the employee's manager.

- 23.16 Provided that the period for which excess travelling time compensation is being sought is more than half an hour on any one day, compensation in respect of excess travelling time payable, is subject to the following conditions:

Travel on a Non-Working day

- 23.17 Where travel is on a non-working day, excess travelling time is payable for all time spent travelling on official business, after 7:30 am and before 11.00 pm.

Travel on a Working day

- 23.18 Where travel is on a working day, excess travelling time is payable for all time spent in travelling on official business, before the normal commencing time or after the normal ceasing time, subject to the following conditions:

- (a) the time normally taken for the periodic journey from home to headquarters and return is deducted from the employee's travelling time (except on a non-working day);
- (b) periods of less than a quarter of an hour on any day shall be disregarded;
- (c) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day, where Employees have travelled overnight and accommodation has been provided for them;
- (d) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport and the most practical available route;
- (e) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion, which carries increased salary or where the transfer is for disciplinary reasons, or where the transfer is made at the employee's request;
- (f) travelling time shall not include any overseas travel.

Waiting Time

- 23.19 When an employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or to headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time.

Excess Travelling Time - General

- 23.20 The rate of payment for excess travel or waiting time on a non-working day, shall be the same as that applying to a working day.
- 23.21 The hours of excess travel shall not be regarded as work time for the purposes of leave and other entitlements found in this Award.
- 23.22 No payment shall be made under this clause, unless Service NSW is satisfied that excess travel or waiting time was directed or approved.
- 23.23 Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Service NSW Grade 7, shall be paid travelling time calculated at the maximum rate for Service NSW Grade 7, as adjusted from time to time.
- 23.24 When an employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.

- 23.25 The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of twenty-four (24) consecutive hours is eight (8) hours.
- 23.26 The decision as to whether an employee is to receive leave or payment for travel time is the prerogative of the functional manager.

SECTION 4 - ALLOWANCES AND OTHER MATTERS

24. Community Language Allowance Scheme "CLAS"

- 24.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients, and such staff members are not:
- (a) Employed as interpreters and translators; but are
 - (b) Employed in those roles as acknowledged in writing by the Division Head of Service NSW,
- shall be paid an allowance as specified in Schedule B, Rates and Allowances, subject to subclauses 24.2 and 24.3 of this clause.
- 24.2 The base level of the CLAS is paid to employees 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 Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.
- 24.3 The higher level of CLAS is paid to employees 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 employees language skills, as determined by the Division Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

25. First Aid Allowance

- 25.1 Where Service NSW designates an employee who is qualified, as specified in item 7 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- 25.2 The First Aid Allowance shall not be paid during leave of one (1) week or more
- 25.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's role, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 25.4 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training employees who do not already possess qualifications and who need to be trained to meet the needs of Service NSW, as well as the cost of retraining First Aid Officers, are to be met by Service NSW.

26. Allowance for Living in a Remote Area

- 26.1 Employees stationed and living in a remote area, will be paid applicable allowances, as provided by the Crown Employees (Public Service Conditions of Employment) Award 2009.

- 26.2 This includes Allowance(s) for Living in a Remote Area and Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave.

27. Allowances and Compensation for Transferred Employees

- 27.1 Service NSW will provide reimbursement towards expenses and allowances of employees assigned to work in a new location which, by necessity of that assignment, requires the employee to leave their existing residence and seek or take up a new residence.
- 27.2 Eligible employees of Service NSW who satisfy the definition of transferred employee under the Crown Employees (Transferred Employees Compensation) Award 2009, will be paid applicable allowances and compensation, as provided by the Award.

Transferred Employee

- 27.3 A transferred employee means an ongoing employee of Service NSW who has been transferred at the initiative of Service NSW to a new location and who, as a consequence, finds it necessary to leave their existing residence and seek, or take up a new residence.
- 27.4 A transferred employee does not include a staff member of Service NSW transferred:
- (a) at their own request; or
 - (b) who has applied for a role and obtained it through a merit selection process; or
 - (c) under an arrangement between employees to exchange role; or
 - (d) who can reasonably commute to the new location; or
 - (e) where the old location and the new location are part of the Metropolitan area, i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or
 - (f) on account of any misconduct
- unless the Division Head otherwise approves.

28. Association Delegates, Access and Activities

- 28.1 Service NSW acknowledges that Association delegates represent and speak on behalf of members in the workplace. See subclause 31.4 of clause 31, Special Leave, with respect to Association (Trade Union) Activities regarded as Special Leave.

Activities Regarded as on Duty

- 28.2 Accordingly, Service NSW will allow Association delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
- (a) represent members in bargaining;
 - (b) represent the interests of members to Service NSW;
 - (c) consult with members and other Employees for whom the delegate is a representative; and
 - (d) Communicate and place Association information on a workplace noticeboard in a readily accessible and visible location.
- 28.3 Association delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where an

Association member requires the presence of a delegate, where operational requirements allow the taking of such time.

Travelling and Other Costs of Association Delegates

- 28.4 Where a workplace meeting is called by and with management, including joint consultative committee meetings or meetings under the Grievance and Dispute Settling Procedure, Association delegates that attend will be paid by Service NSW any travel and/or accommodation costs necessarily and reasonably incurred, as per clause 23 - Travelling Compensation.
- 28.5 All other travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

Notice in respect of Delegate and/or Association Activities

- 28.6 Service NSW must be notified in writing by the Association or, where appropriate, by the Association delegate as soon as the date and/or time of conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses, is known.
- 28.7 Delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure.
- 28.8 Any payment to an employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 28.9 If a delegate undertakes duties in accordance with this clause while on leave, Service NSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

Union Delegates' access to the Employer's facilities

- 28.10 Service NSW will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as an Association delegate and consulting/meeting and communicating with workplace colleagues in accordance with this provision.
- 28.11 Service NSW shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

Deduction of Association Membership Fees

- 28.12 At the employee's election, Service NSW shall provide for the employee's Association membership fees to be deducted from the employee's pay and ensure that such fees are transmitted to the Association at regular intervals.

SECTION 5 - LEAVE

29. Leave Provisions

29.1 General Provisions:

- (a) All leave shall be debited on the basis of the number of contract hours rostered on the day(s) on which the leave is taken.

- (b) When an employee has been granted leave without pay covering a total period of absence from duty of not more than two (2) weeks, payment shall be made at ordinary rates for public holidays occurring during such absence, provided that such public holidays fall on days which would normally be working days.
- (c) Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that they have been incapacitated for any period whilst on recreation leave, or five (5) consecutive working days or more whilst on extended leave, they may be re-credited with an equivalent period of recreation leave or extended leave, as the case may be, to the extent of the sick leave taken. Provided that the foregoing provision may be applied to extended leave taken prior to retirement but not to such leave taken prior to resignation or termination of services or to recreation leave taken prior to retirement, resignation or termination of services.
- (d) For the purposes of this clause, periods of absence other than leave of absence approved by Service NSW shall not be regarded as service.
- (e) Except for leave without pay taken as part of leave for maternity purposes, the leave of absence expressed in these clauses shall be on the basis of a five-day working week.

30. Notification of Absence from Duty

- 30.1 An employee must not be absent from work unless reasonable cause is shown.
- 30.2 If an employee is to be absent from duty because of illness or other emergency, the employee shall notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 30.3 If an employee is to be absent from duty, other than on authorised leave, the employee must notify their supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- 30.4 In circumstances where either:
 - (a) An employee is absent from duty without authorised leave; or
 - (b) Is deemed to be absent from duty without authorised leave because such an employee failed to provide a satisfactory explanation to management:

The employee shall be regarded as absent from duty without authorised leave and the Division Head shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 30.5 Leave can be debited in hours and shall be rounded to the nearest quarter hour.
- 30.6 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.

31. Special Leave

Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

31.1 Special Leave - Jury Duty

- (a) An employee shall, as soon as possible, notify Service NSW of any jury summons served on the Employee.
- (b) An employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty, provide Service NSW with a certificate of attendance

issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee and the details of any 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 is received in respect of any period during which a staff member was required to be on duty, Service NSW 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, Service NSW shall grant, at the election of the employee, available recreation leave on full pay, flex leave or leave without pay.

31.2 Witness at Court - Official Capacity

- (a) When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by Service NSW.

31.3 Witness at Court - Other than in an Official Capacity - Crown Witness

- (a) An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as leave without pay, or annual leave must be taken.
- (b) An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as leave without pay or annual leave.
- (c) Association Witness - An employee called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by Service NSW for the required period.

31.4 Association (Trade Union) Activities regarded as Special Leave

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

- (a) Annual or biennial conferences of the Association;
- (b) Meetings of the Associations 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 the Unions NSW involving the Association which requires attendance of a delegate;
- (e) Attendance at meetings called by the Secretary, as the employer for industrial purposes, as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- (g) Reasonable travelling time to and from conferences or meetings for Association activities regarded as on duty, Association activities regarded as special leave and accredited Association training courses.

Training Courses

- (h) Employees who are members of the Association will be granted special leave with pay up to twelve (12) working days in any period of two (2) years to attend training courses endorsed by the Association, Unions NSW or the Australian Council of Trade Unions (ACTU), subject to:
 - (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (ii) all travelling expenses being met by the Employee or the Association; and
 - (iii) attendance being confirmed in writing by the Association or a nominated training provider.

31.5 NAIDOC Day

- (a) Aboriginal and Torres Strait Islander Employees shall be granted up to one (1) day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations.
- (b) Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.

31.6 Emergency Services

- (a) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
- (b) For any other emergency other than a declared emergency, employees are entitled to a maximum of five (5) days Special Leave per year. Proof of attendance at the emergency is required.
- (c) Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to ten (10) days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- (d) Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted Special Leave for the duration of the course, provided the SES advises Service NSW that the staff member is required to attend.
- (e) Employees are entitled to take an additional one (1) day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.

31.7 Special Leave - Other Purposes

Special leave on full pay may be granted to employees for such other purposes, subject to the conditions specified in clause 6-18 the Personnel Handbook at the time the leave is taken.

32. Recreation Leave

- 32.1 Paid recreation leave for full time employees and recreation leave for employees working part time accrues at the rate of twenty (20) working days per annum. Employees working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 32.2 Additional recreation leave, at the rate of 5 days per year, accrues to an employee, employed in terms of the Act, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal.
- 32.3 Recreation leave accrues from day to day.

Limits on Accumulation and Direction to Take Leave

- 32.4 At least two (2) consecutive weeks of recreation leave shall be taken by an employee every twelve (12) months, except by agreement with the Division Head in special circumstances.
- 32.5 Where the operational requirements permit, the application for leave shall be dealt with by the Division Head according to the wishes of the employee.
- 32.6 The Division Head shall notify the employee in writing when accrued recreation leave reaches twenty-five (25) days or its hourly equivalent and at the same time may direct an employee to take at least ten (10) days recreation leave within three (3) months of the notification, at a time convenient to Service NSW.
- 32.7 The Division Head shall notify the employee in writing when accrued recreation leave reaches thirty (30) days or its hourly equivalent and direct the employee to take at least ten (10) days recreation leave within six (6) weeks (or any other such mutually convenient time) of the notification.
- 32.8 Consistent with Treasury Circular NSWTC14-11 and NSWTC 16-03 accrued recreation leave balances are a maximum of thirty (30) days.

Miscellaneous

- 32.9 Recreation leave for which an employee is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 32.10 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay, recreation leave taken on half pay, or maternity leave taken on half pay.
- 32.11 Recreation leave does not accrue during leave without pay other than:
- (a) military leave taken without pay when paid military leave entitlements are exhausted;
 - (b) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (c) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
 - (d) incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
 - (e) periods which, when aggregated, do not exceed 5 working days in any period of 12 months.
- 32.12 An employee entitled to additional recreation leave under paragraph 32.2 of this clause, and/or additional leave under clause 13 can elect at any time to cash out the additional recreation leave.

Recreation Leave Loading

- 32.13 An employee employed by Service NSW, is entitled to be paid recreation leave loading of 17½% on the monetary value of up to four (4) weeks recreation leave accrued in a leave year, capped at the maximum salary of SNSW 11.
- 32.14 For the calculation of the recreation leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 32.15 Payment of the recreation leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:

- (a) The full entitlement to the loading on recreation leave that an Employee has accrued over the previous leave year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is recreation leave.
- (b) The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
- (c) In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year in a pay following 30 November.
- (d) On cessation of employment, other than termination by the employer for misconduct, an employee who has not taken recreation leave qualifying them for payment of the recreation leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

Maximum Loading

- 32.16 The recreation leave loading payable shall not exceed the amount which would have been payable to an employee in receipt of salary equivalent to the maximum salary of SNSW 11.

33. Family and Community Service Leave

- 33.1 Employees will be granted paid FACS Leave for unplanned or emergency family responsibility reasons, in accordance with this clause.
- 33.2 FACS Leave will be granted:
- (a) for reasons related to responsibilities for a family member;
 - (b) for reasons related to the death of a family member or relative;
 - (c) for reasons related to performance of community service; or
 - (d) in case of pressing necessity, natural disaster or major transport disruption.
- 33.3 FACS Leave shall accrue as follows:
- (a) two and a half days in the first twelve (12) months of service;
 - (b) two and a half days in the second year of service; and
 - (c) one day for each completed year of service thereafter, less the total amount of any FACS already taken by the employee,
- 33.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 37.8 of this Award - Carer's Leave.
- 33.5 Employees who have exhausted their entitlements to FACS Leave may be granted additional FACS Leave up to two (2) days to cover the period necessary to arrange or attend the funeral of a family member or relative as contained in subclause 33.4. Additional FACS Leave will be granted on a discrete 'per occasion' basis.
- 33.6 Employees working part time shall accrue FACS Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- 33.7 Employees appointed to Service NSW who have had immediate previous employment in the NSW Government Service may transfer their FACS Leave from their previous employer.

34. Leave Without Pay

- 34.1 The Division Head may grant leave without pay to an employee if good and sufficient reason is shown.
- 34.2 Leave Without Pay may be granted on a full-time or a part-time basis.
- 34.3 Where an employee is granted leave without pay for a period not exceeding ten (10) consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 34.4 Where an employee is granted leave without pay which, when aggregated, does not exceed five (5) working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 34.5 An employee who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Division Head.
- 34.6 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 34.7 No paid leave shall be granted during a period of leave without pay.
- 34.8 An ongoing assignment may be made to the employee's role 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 twelve (12) months; and
 - (b) the employee is advised of the agency's proposal to permanently backfill their assigned role; and
 - (c) the employee is given a reasonable opportunity to end the leave without pay and return to their role; and
 - (d) the agency advised the employee at the time of the subsequent approval that the role will be filled on an ongoing basis during the period of leave without pay.
- 34.9 The role cannot be filled permanently unless the above criteria are satisfied.
- 34.10 The employee does not cease to be employed by Service NSW if their role is permanently backfilled.
- 34.11 Subclause 34.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 36.15 (a) (i) of clause 36, Parental Leave or to Military leave.

35. Military Leave

- 35.1 During the period of 12 months commencing on 1 July each year, the Division Head may grant to an employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 35.2 In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent an employee from rendering or volunteering to render, ordinary Defence Reserve Service.
- 35.3 Up to 24 working days military leave per financial year may be granted by the Division 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 35.1 of this clause.

- 35.4 The Division Head may grant an employee special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 35.5 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 35.3 of this clause may be granted Military Leave Top Up Pay by the Division head.
- 35.6 Military Leave Top Up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 35.7 During a period of Military Leave Top Up Pay, an employee will continue to accrue sick leave, recreation and extended leave entitlements, and agencies are to continue to make superannuation contributions at the normal rate.
- 35.8 At the expiration of military leave in accordance with subclause 35.3 or 35.4 of this clause, the employee shall furnish to the Division Head a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

36. Parental Leave

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

36.1 Maternity Leave (General)

- (a) Maternity leave is available to all female employees (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months), to enable them to take care of their new born child and retain their role and return to work within a reasonable period of time after they have given birth.
- (b) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (c) An employee who has applied for or been granted maternity leave and whose pregnancy terminates, must, as soon as practicable, notify Service NSW of the termination and the date on which it occurred.
- (d) Where an employee is on other leave and her child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

36.2 Paid Maternity Leave

Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (a) up to fourteen (14) weeks, or
 - (b) the period of maternity leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

36.3 Unpaid Maternity Leave

- (a) Pregnant employees are entitled to maternity leave:
 - (i) on a full-time basis for a period of not more than nine (9) weeks prior to giving birth; and

- (ii) for a further period ending not more than twelve (12) months after the date of giving birth.
- (b) Employees who have been granted maternity leave may, with the permission of Service NSW, take leave after the date of birth:
 - (i) full-time for a period not exceeding twelve (12) months; or
 - (ii) part-time for a period not exceeding two (2) years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two (2) years.
- (c) Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on maternity leave.

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

36.4 Adoption Leave (General)

- (a) Employees are entitled to adoption leave (including casual employees who have worked on a regular and systematic basis with Service NSW for at least twelve (12) months) when they are to be the primary care giver of an adopted child.
- (b) Adoption leave commences on the date that the employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be granted as either paid or unpaid.

36.5 Paid Adoption Leave

Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the commencement of adoption leave are entitled to be paid at their ordinary rate of pay for:

- (a) up to fourteen (14) weeks, or
 - (b) the period of adoption leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

36.6 Unpaid Adoption Leave

- (a) Employees are entitled to adoption leave for:
 - (i) a maximum period of twelve (12) months where the child has not commenced school; or
 - (ii) a period as Service NSW determines, up to a maximum of twelve (12) months if the child has commenced school.
- (b) Employees who have been granted adoption leave may also, with the permission of Service NSW, take leave:
 - (i) part-time for a period not exceeding two (2) years; or

- (ii) partly full-time and partly part-time over a proportionate period of up to two (2) years.

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on adoption leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.7 Other Parent Leave - General

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

- (a) Short other parent leave - an unbroken period of up to eight (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 twelve (12) months, less any short other parental leave already taken by the staff member. 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.
- (c) Other Parent Leave is granted without pay, except as provided in clause 36.8 of this Award.

36.8 Paid Other Parental Leave

- (a) Ongoing and temporary employees who have completed not less than forty (40) weeks' continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (i) One (1) week on full pay, or
 - (ii) Two (2) weeks on half pay.
- (b) The period of paid leave does not extend the current entitlement of up to twelve (12) months leave but, is part of it.

36.9 Taking of Parental Leave

Employees who have been granted parental leave may, with the permission of Service NSW, also take leave:

- (a) part-time over a period not exceeding two (2) years; or
- (b) partly full-time and partly part-time over a proportionate period of up to two (2) years.

36.10 Casual Employees

Service NSW shall not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) because the employee is or has been immediately absent on parental leave. The rights of Service NSW in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.11 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a fulltime role who is on part time leave without pay when they start parental leave is paid:

- (a) at the fulltime 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.

36.12 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.

36.13 Except as provided in subclauses 36.2, 36.5 and 36.8 of this clause parental leave shall be granted without pay.

36.14 Communication During Maternity, Adoption and Other Parent Leave

- (a) Where an employee is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, Service NSW shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing maternity, adoption or parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform Service NSW about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify Service NSW of changes of address or other contact details which might affect Service NSW's capacity to comply with subclause (a) of this Part.

36.15 Rights of Request During Maternity, Adoption or Other Parent Leave

- (a) An employee entitled to maternity, adoption or other parent leave may request that Service NSW allow the employee:
 - (i) To extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding twelve (12) months;
 - (ii) To return from a period of maternity, adoption or other parent leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (c) The employee's request and Service NSW's decision is to be in writing.

The employee's request and Service NSW's decision made under subclause (a) of this Part must be recorded in writing.

Request to return to work part-time.

Where an employee wishes to make a request under paragraph (ii) of subclause (a) of this Part, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

36.16 Resumption of Duty After Maternity, Adoption or Other Parent Leave

Employees who return to work immediately after the expiration of maternity, adoption or other parent leave, are entitled to be placed in:

- (a) The role they held immediately prior to the taking of leave, if the role still exists; or
- (b) Another role for which they are qualified and meet the capability requirements for the role, subject to availability, if the role they held immediately prior to the taking of leave no longer exists.

37. Carer's Leave

General

- 37.1 Employees may be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a family member is ill.
- 37.2 Employees will be entitled to Carer's Leave when:
 - (a) their entitlements to FACS Leave are exhausted; and
 - (b) they are responsible for the care and support of a category of person set in clause 37.8 of this clause.
- 37.3 Carer's leave is only available for employees to provide such care and support for people mentioned in clause 37.8 of this Part, where such a family member is ill.

Taking of Carer's Leave

- 37.4 Sick leave will initially be taken from the current year's entitlement, followed by the sick leave accumulated over the previous three (3) years.
- 37.5 In special circumstances, Service NSW may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 37.6 If required by Service NSW, employees must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

Categories of People for Which Carer's Leave can be obtained

- 37.8 Employees will be entitled to Carer's Leave to provide care and support of their ill:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, stepchild, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto spouse);
- (g) same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
- (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- (j) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
- (k) 'household' means a family group living in the same domestic dwelling.

Other forms of leave and carer's responsibilities

- 37.9 An employee may elect, with the agreement of Service NSW, to take recreation leave, or other paid leave to credit, for the purpose of assisting with Carer's Responsibilities, at any time within a period of twenty-four (24) months from the date at which it falls due.

38. Extended Leave

- 38.1 Employees are entitled to extended leave in accordance with extended leave entitlements contained in Schedule 1 of the Government Sector Employment Regulation 2014.
- 38.2 Previous government service will be recognised by Service NSW in accordance with provisions of Schedule 2 of the Government Sector Employment Regulation 2014.
- 38.3 Nothing in paragraph 38.2 entitles an employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

39. Sick Leave

- 39.1 An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- 39.2 Sick leave on full pay accrues day by day to an employee at the rate of fifteen (15) days per annum, and any such accrued leave, which is not taken, is cumulative. Employees working part time shall accrue Sick Leave on a pro rata basis, which will be determined on the average weekly hours worked.
- 39.3 During the first four (4) months of employment, an employee can access up to five (5) days paid sick leave even though that leave has not yet accrued.
- 39.4 Employees are required to provide medical certificates or other evidence when sick leave exceeds two (2) consecutive days.
- 39.5 Subject to any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take five (5) single days of total sick leave per annum as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.

- 39.6 Sick leave without pay shall count as service for the accrual of paid sick leave and recreation leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 39.7 All continuous service as an employee in the NSW Government Service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Service is not continuous, previous periods of Government Service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

Additional Special Sick Leave

- 39.8 An additional period of sick leave may be granted in accordance with provisions contained in clause 6-17.12.1 'Special Sick Leave' of the NSW Government Personnel Handbook.

40. Leave for Matters Arising from Domestic Violence

- 40.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 40.2 Leave entitlements provided for in clauses related to Sick Leave and Carer's Leave and FACS Leave, may be used by Employees experiencing Domestic Violence.
- 40.3 Where the leave entitlements referred to in paragraph (a) above are exhausted, Service NSW shall grant Special Leave of up to five (5) days per calendar year to this effect.
- 40.4 Service NSW 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.
- 40.5 Personal information concerning Domestic Violence will be kept confidential by Service NSW.
- 40.6 Service NSW, where appropriate, may facilitate alternative working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

41. Purchased Leave

- 41.1 An employee may apply to enter into a Purchased Leave Agreement with Service NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a twelve-month (12) month period.
- 41.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 41.3 The leave must be taken in the twelve-month (12) month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 41.4 The leave will count as service for all purposes.
- 41.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay for the twelve-month (12) period of the Purchased Leave Agreement.
- 41.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the twelve-month (12) period.
- 41.7 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the twelve-month (12) Purchased Leave Agreement period.

- (b) All other leave taken during the twelve-month (12) Purchased Leave Agreement period i.e. including 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 time when purchased leave is being taken.
- (d) The purchased leave rate of pay will be the salary for all purposes including superannuation.
- (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- (f) A higher duties payment will not be paid when purchased leave is being taken.
- (g) Specific conditions governing purchased leave may be amended from time to time by the Division Head in consultation with the Association.
- (h) Service NSW may make adjustments relating to their salary administration arrangements.

42. Observance of Essential Religious or Cultural Obligations

- 42.1 Provided adequate notice as to the need for the leave is given by the employee to Service NSW and it is operationally convenient to release the employee from duty, an employee 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 or extended leave to credit, or leave without pay, to observe their obligations.
- 42.2 An employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by Service NSW, subject to:
- (a) Adequate notice being given by the employee;
 - (b) Prior approval being obtained by the employee; and
 - (c) The time off being made up in the manner approved by Service NSW.

43. Lactation Breaks

- 43.1 A lactation break is provided to lactating mothers for the purposes of 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 in this Award.
- 43.2 A full time employee or a part time employee working more than four (4) hours per day is entitled to a maximum of two (2) paid lactation breaks of up to thirty (30) minutes each per day.
- 43.3 A part time employee working four (4) hours or less per day is entitled to only one paid lactation break of up to thirty (30) minutes on any day so worked
- 43.4 A flexible approach to the timing and general management of lactation breaks must be taken by the employee and their manager provided the total lactation break time entitlement is not exceeded. When

giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

- 43.5 Service NSW will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 43.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactating needs.
- 43.7 The manager and the employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- 43.8 Whether the employee is required to work at a site that is not operated or controlled by Service NSW;
- (a) whether the employee is regularly required to travel in the course of performing their duties;
 - (b) whether the employee performs field-based work where access to the facilities in subclause 43.5 are not available or cannot reasonably be made available; and
 - (c) the effect that the arrangements will have on the employee's lactating needs.
- 43.9 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service.
- (a) shall be granted during paid time;
 - (b) is limited to a reasonable period of time (i.e. if the employee requires extended periods of consultation, the employee may utilise the provisions of subclause 43.10; and
 - (c) must be at a time that is mutually convenient to both the employee and Service NSW.
- 43.10 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 39 - Sick Leave of this Award, or access to local flexible arrangements where applicable.

SECTION 6 - TRAINING AND PROFESSIONAL DEVELOPMENT

44. Study Assistance

- 44.1 Eligible employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the Service NSW Study Time and Examination Leave Fact Sheet, as amended from time to time.

SECTION 7 - MISCELLANEOUS

45. Grievance and Dispute Settling Procedures

- 45.1 This Award recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and their supervisors.
- 45.2 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 Service NSW, if required.
- 45.3 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 45.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate supervisor or manager, the notification may occur to the next appropriate level of management, including where required, to the Division Head or delegate.
- 45.5 The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty as soon as practicable, following the matter being brought to their attention.
- 45.6 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager should respond as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Division Head.
- 45.7 If the matter remains unresolved, the Division Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 45.8 An employee, at any stage, may request to be represented by the Association.
- 45.9 The employee or the Association on their behalf or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 45.10 Whilst the procedures outlined in subclauses 45.1 to 45.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

46. Anti-Discrimination

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

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 46.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (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."

47. Secure Employment

47.1 Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 47.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 47.3 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health & Safety Act 2011* and Regulations 2011 or the *Workplace Injury Management and Workers Compensation Act 1998*.

47.4 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.

- 47.5 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.

48. No Extra Claims

- 48.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2022 by a party to this Award.

SCHEDULE A - SERVICE NSW SALARIES

SNSW Salary Scale Grades	1.7.20 Per annum \$	1.7.21 Per annum \$
Grade 1		
Year 1	40,549	41,376
Year 2	44,475	45,382
Year 3	50,845	51,882
Grade 2		
Year 1	53,624	54,718
Year 2	56,059	57,203
Year 3	58,144	59,330
Grade 3		
Year 1	61,739	62,998
Year 2	64,630	65,948
Year 3	67,642	69,022
Grade 4		
Year 1	69,704	71,126
Year 2	72,440	73,918
Year 3	75,289	76,825
Grade 5		
Year 1	77,876	79,465
Year 2	80,393	82,033
Year 3	81,842	83,512
Grade 6		
Year 1	83,639	85,345
Year 2	86,179	87,937
Year 3	88,997	90,813
Grade 7		
Year 1	90,933	92,788
Year 2	94,143	96,064
Year 3	95,969	97,927
Grade 8		
Year 1	99,906	101,944
Year 2	103,962	106,083
Year 3	107,209	109,396
Grade 9		

Year 1	112,141	114,429
Year 2	115,362	117,715
Year 3	120,555	123,014
Grade 10		
Year 1	123,599	126,120
Year 2	128,473	131,094
Year 3	135,071	137,826
Grade 11		
Year 1	139,246	142,087
Year 2	145,306	148,270
Year 3	148,578	151,609
Grade 12		
Year 1	157,272	160,480
Year 2	161,863	165,165
Year 3	167,518	170,935

SCHEDULE B - SERVICE NSW RATES AND ALLOWANCES

The following rates and allowance amounts for Service NSW are effective from 1 July 2021. These will be adjusted in accordance with NSW Department of Premier and Cabinet Circular - Meal, Travelling and Other Allowances, as amended on an annual basis.

Meal and travelling allowances listed in Items 1, 2, 3, 4 and 5 have been adjusted from 1 July 2020 in line with DPC Circular 21-03. Work related allowances in Items 6, 7 and 8 are increased by 2.5 per cent on and from the first full pay period on or after 1 July 2020 and 2.04 per cent on and from the first full pay period on or after 1 July 2021, being the same increase as applied to salaries under the Service NSW (Salaries and Conditions) Employees Award 2021.

Item No.	Clause No.	Description	Amount
1	19.4(b)	Meal expenses on one day journeys	Per day
		Capital cities and high cost country centres	
		Breakfast (no overnight stay)	\$28.70
		Lunch (no overnight stay)	\$32.30
		Dinner (no overnight stay)	\$55.05
		Tier 2 and other country centres	
		Breakfast (no overnight stay)	\$25.75
		Lunch (no overnight stay)	\$29.35
		Dinner (no overnight stay)	\$50.65
2	19.4(a)	Travelling allowances	
		Capital cities	Per day
		Adelaide	\$293.45
		Brisbane	\$311.45
		Canberra	\$304.45
		Darwin	\$356.45
		Hobart	\$283.45
		Melbourne	\$309.45
		Perth	\$316.45
		Sydney	\$324.45
		High cost country centres (NSW)	Per day
		Bathurst	\$271.45
		Bega	\$281.45
		Bourke	\$301.45
		Broken Hill	\$280.45
		Coffs Harbour	\$276.45

		Gosford	\$276.45
		Maitland	\$288.45
		Mudgee	\$286.45
		Muswellbrook	\$284.45
		Newcastle	\$310.45
		Norfolk Island	\$326.45
		Queanbeyan	\$275.45
		Orange	\$291.45
		Port Macquarie	\$297.45
		Wagga Wagga	\$280.45
		Wollongong	\$291.45

Item No.	Clause No.	Description	Amount
		Tier 2 country centres (NSW)	Per day
		Albury	\$260.15
		Armidale	\$260.15
		Cooma	\$260.15
		Dubbo	\$260.15
		Goulburn	\$260.15
		Griffith	\$260.15
		Gunnedah	\$260.15
		Lismore	\$260.15
		Nowra	\$260.15
		Tamworth	\$260.15
		Tumut	\$260.15
		All Other country centres (NSW)	\$240.15
3	19	Incidental expenses when claiming actual expenses - all locations	\$20.40
		Daily allowance payable after 35 days and up to 6 months In the same location - all locations	50% of the appropriate location rate
4	17.11	Overtime meal allowances	
		Breakfast	\$31.95
		Lunch	\$31.95
		Dinner	\$31.95
		Supper	\$11.80

Item No.	Clause No.	Description	Amount 1.7.2021
5	22	Remote areas allowance	Per annum
		With dependants	
		- Grade A	\$2,156 pa
		- Grade B	\$2,860 pa
		- Grade C	\$3,819 pa
		Without dependants	
		- Grade A	\$1,505 pa
		- Grade B	\$2,005 pa
		- Grade C	\$2,675 pa
6		Community language allowance scheme	
		- Base Level Rate	\$1,482
		- Higher Level Rate	\$2,229
7		First aid allowance	
		- Holders of basic qualifications	\$955 pa
		- Holders of current occupational first aid certificate	\$1,434 pa

8		On-call (stand-by) and on-call allowance	\$1.03 per hour
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N. CONSTANT, *Chief Commissioner*

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