CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 227698 of 2022)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

11 October 2022

AWARD

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Clause No. Subject Matter

PART A

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2. Definitions

2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act* 1977.

2.2 "Act" means the *Education (School Administrative and Support Staff) Act* 1987.

2.3 "Additional hours" means those hours worked by School Administrative and Support Staff (excluding Business Managers) beyond the normal hours of duty set out in Clause 8. Hours as required by the principal, up to 7 hours per day and to a maximum of 35 hours per week.

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

2.5 "Averaging of hours" means the arrangement approved by the principal under which a permanent or long term temporary employee works their normal total working hours over a ten week period (a school term) and is entitled to be absent for a maximum of one day during that period provided that the hours worked by the employee over the school term are equivalent to the total actual working hours required for that period.

2.6 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.

2.7 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.

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

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

2.10 "Employee" means any person employed as a member of the School Administrative and Support Staff.

2.11 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.

2.12 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25, 33.33 or 35 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.

2.13 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act* 1996.

2.14 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.

2.15 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25, 33.33 or 35 hours per week.

2.16 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Secretary in the service of the Crown under section 8 of the Act.

2.17 "Principal" means the principal of a Department school.

2.18 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.

2.19 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, Business Managers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Pre-School), School Learning Support Officers (Vision Support, Hearing Support, Bilingual) and School Learning Support Officers (Student Health Support).

2.20 "School day" means any weekday during school terms, as specified by the Secretary.

2.21 "School for specific purposes" means a school which is classified as such by the Secretary and is established under the *Education Act* 1990 to provide education for students with disabilities.

2.22 "Secretary" means the Secretary of the Department of Education.

2.23 "Service" means service as determined by the Secretary.

2.24 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Secretary in an assignment on a temporary basis, either full time or part-time, under section 21 of the Act, for a period of one school term or less.

2.25 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act* 1989.

3. Anti-Discrimination

3.1 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.

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

3.3 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.

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

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

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

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

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

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

Notes

(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 this 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."

4. Classifications

Classification Structure

4.1 The classification structure for School Administrative and Support Staff is as follows:

Classification	Level
School Administrative Manager	SAM 1
School Administrative Manager	SAM 2
School Administrative Manager	SAM 3
School Administrative Manager	SAM 4
School Administrative Officer	SAO
School Learning Support Officer and School Learning Support Officer (Vision Support, Hearing Support, Bilingual)	SLSO 1
	SLSO 2
	SLSO 3
	SLSO 4
School Learning Support Officer (Pre-School)	SLSO PS 1
	SLSO PS 2
	SLSO PS 3
	SLSO PS 4
School Learning Support Officer (Student Health Support)	SLSO SHS
Aboriginal Education Officer	AEO 1
	AEO 2
	AEO 3
	AEO 4
Business Manager 1	BM 1.1
	BM 1.2
	BM 1.3
	BM 1.4
Business Manager 2	BM 2.1
	BM 2.2
	BM 2.3
	BM 2.4

4.2 School Administrative Manager

The classification of School Administrative Manager is comprised of four levels;
The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager and School Administrative Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

The level for a School Administrative Manager in a school for specific purposes is determined as follows:

(a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.

(b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers and School Administrative Officers and thus which level of School Administrative Manager is to apply.

4.3 Business Manager

4.3.1 The classification of Business Manager is comprised of two levels:

(i) Business Manager (BM 1)

(ii) Business Manager (BM 2)

4.3.2 The classifications of Business Manager are independent from each other.

4.3.3 There is no automatic progression from the BM 1 classification to the BM 2 classification.

4.4 Classification Descriptors

4.4.1 School Administrative Manager - is responsible for the efficient management of school financial and administrative systems and the supervision and training of school administration officers. Managing the provision of support for school activities and routines, including student welfare and wellbeing, and works with the school principal, school executive and teaching staff as required.

4.4.2 School Administrative Officer - provides administrative, financial, student welfare/wellbeing support and assistance in relation to office and classroom activities, including but not limited to the following school settings: the office, sick bay, library, science laboratory, and food technology/kitchen areas.

4.4.3 School Learning Support Officer - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. This support includes student welfare, health and wellbeing activities as required. In addition, School Learning Support Officers may provide specific support for students in the following streams or settings: pre-school, vision support, hearing support, bilingual.

4.4.4 School Learning Support Officer (Student Health Support) - provides support for students with identified diverse needs including disability in classrooms and other learning environments under the direction and supervision of a teacher to support the achievement of educational outcomes. The main focus of the School Learning Support Officer (Student Health Support) is the

performance of health support as required so that students can participate in and access education programs.

4.4.5 Aboriginal Education Officer - provides assistance to teachers, Aboriginal students and their families to support improved learning, welfare and wellbeing outcomes for Aboriginal students.

4.4.6 Business Manager - works with the school principal and school executive to manage school operational needs including but not limited to administration, asset management, procurement, finance and health and safety.

4.5 School Administrative and Support Staff who commence employment with the Department will commence at the relevant classification level in accordance with this clause as follows:

4.5.1 School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, Bilingual) will commence at the SLSO 1 classification level;

4.5.2 School Learning Support Officers (Pre-School) will commence at the SLSO PS 1 classification level;

4.5.3 School Learning Support Officers (Student Health Support) will commence at the SLSO SHS classification level;

4.5.6 Aboriginal Education Officers will commence at the AEO 1 classification level;

4.5.7 Business Managers 1 will commence at the BM 1.1 classification level; and

4.5.8 Business Managers 2 will commence at the BM 2.1 classification level.

5. Rates of Pay and Allowances

5.1 The rates of pay are paid to classifications of School Administrative and Support Staff in accordance with this clause and Schedule 1 of Part B.

5.2 The rates of pay and allowances for all School Administrative and Support Staff are set out in Schedule 1 and Table 1 of Schedule 2 apply for the duration of this award and includes an increase of 2.53% from the first pay period commencing on or after 15 July 2022.

5.3 The hourly rates of pay for permanent employees set out in Schedule 1 of Part B provide for 26 equal pays over the period of a year as follows:

$$\frac{\text{Hourly rate}}{} \times \frac{\text{weekly hours of work}}{26} \times \frac{52.17857}{}$$

5.4 Long term temporary employees will be paid the same rate of pay during school vacation as during school terms.

5.5 Permanent and long term temporary employees' extended leave and maternity leave will be paid at the hourly rate of pay specified in Schedule 1 multiplied by 1.058.

5.6 Permanent and long term temporary employees' overtime as provided at subclause 20.1 rates, of clause 20, Overtime, will be paid at the hourly rate of pay specified in schedule 1 multiplied by 1.058.

5.7 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.

5.8 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

5.8.1 The entitlement to salary package in accordance with this clause is available to:

(i) ongoing full-time and part-time employees;

(ii) temporary employees, subject to the Department's convenience; and

(iii) casual employees, subject to the Department's convenience, and limited to salary sacrifice to superannuation in accordance with 5.8.7.

5.8.2 For the purposes of this clause:

(i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Rates of Pay and Allowances, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

(ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

5.8.3 By mutual agreement with the Department, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:

(i) a benefit or benefits selected from those approved by the Department; and

(ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department for the benefit provided to or in respect of the employee in accordance with such agreement.

5.8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

5.8.5 The agreement will be known as a Salary Packaging Agreement.

5.8.6 Except in accordance with 5.8.7, a Salary Packaging Agreement must be recorded in writing and must be for a period of time as mutually agreed between the employee and the Department at the time of signing the Salary Packaging Agreement.

5.8.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:

(i) paid into the superannuation fund established under the *First State Superannuation Act* 1992; or

(ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

(iii) subject to the Department's agreement, paid into another complying superannuation fund.

5.8.8 Where the employee makes an election to salary sacrifice, the employer must pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

5.8.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:

(i) *Police Regulation (Superannuation) Act* 1906;

(ii) *Superannuation Act* 1916;

(iii) *State Authorities Superannuation Act* 1987; or

(iv) *State Authorities Non-contributory Superannuation Act* 1987, the employee's Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

5.8.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in 5.8.9 of this clause, the employee's Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

5.8.11 Where the employee makes an election to salary package:

(i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

(ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, must be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Rates of Pay and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

5.8.12 The Department may vary the range and type of benefits available from time to time following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from date of such variation.

5.8.13 The Department will determine from time to time the value of the benefits provided following discussion with the Association. Such variations apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

5.9 Allowances for First Aid, Administration of Medications and Health Support

5.9.1 A first aid allowance as set out in Table 1 of Schedule 2, Part B is payable to approved employees holding a current St John Ambulance First Aid Certificate or its equivalent for undertaking first-aid duties in accordance with the employee's statement of duties.

5.9.2 An administration of medications allowance as set out in Table 1 of Schedule 2, Part B is payable to employees required to administer medications upon completion of appropriate training. The allowance is paid only on days worked.

5.9.3 A health support allowance as set out in Table 1 of Schedule 2, Part B is payable to School Learning Support Officers (upon completion of appropriate training) who perform health support for students as identified and approved by the Principal. The allowance is paid only on days worked:

(i) to permanent or long term temporary employees per occasion for periods of up to 4 consecutive days;

(ii) to short term temporary employees as necessary; and

(iii) to permanent or long term temporary employees who work on an occasion that extends beyond 4 consecutive days, and who are not eligible for payment of the higher duties allowance pursuant to clause 13 of this award.

Note: permanent or long term temporary employees who work beyond 4 consecutive days and are eligible for payment of the higher duties allowance under clause 13 of this award will be paid pursuant to that clause in lieu of this allowance.

5.9.4 For the purposes of clause 5.9.3, an SLSO may only provide health support for students:

(i) to relieve for an SLSO(SHS); or

(ii) to relieve for an absent SLSO(SHS).

5.10 Other Allowances

5.10.1 Other allowances provided for under this award are listed in Table 2 of Schedule 2, Part B.

5.10.2 Allowances listed in Table 2 of Schedule 2, Part B and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.

6. Vacation Pay

(i) When a permanent or long term temporary employee is not required to work during a school vacation, the permanent or long term temporary employee is paid during the vacation for the number of days calculated using the following formula:

$$N = \frac{C}{T} \times S$$

Where:

"N" is the number of paid vacation days the employee has accrued for a vacation

"S" is the number of days of service during the preceding school term;

"T" is the number of term days during the school year in the Eastern and Western Vacation Division as appropriate; and

"C" is the number of student vacation days in the Eastern or Western Vacation Division as appropriate.

(ii) Where at the commencement of a vacation, a SAS staff member has an accrued entitlement in excess of the length of that student vacation, the SAS staff member is paid only for the period of the student vacation. The accrued entitlement in excess of the length of the student vacation is carried over for payment in the term 4 vacation.

(iii) Periods of paid leave count as worked days.

7. Incremental Progression

7.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 of Part B is subject to approval by the Secretary's delegate.

7.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers and School Learning Support Officers (Vision Support, Hearing Support, and Bilingual), School Learning

Support Officers (Pre-School), and Aboriginal Education Officers, may progress along the relevant incremental rate of pay scale as follows:

7.2.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

7.2.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

7.3 Subject to satisfactory performance, permanent and temporary Business Managers (BM1) may progress along the BM 1 incremental rate of pay scales as follows:

7.3.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

7.3.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

7.4 Subject to satisfactory performance, permanent and temporary Business Managers (BM2) may progress along the BM 2 incremental rate of pay scales as follows:

7.4.1 Permanent employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

7.4.2 Temporary employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.

8. Hours

8.1 The normal hours of work for full-time employees are 31 hours and 15 minutes per week between 7.30 am and 6.00 pm on school days, provided that:

8.1.1 School Administrative Managers work 33 hours 20 minutes per week;

8.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36 hours 15 minutes per week.

8.1.3 Business Managers work 35 hours per week.

8.2 Starting and finishing times of employees are determined by the principal to suit the needs of the school and in accordance with the span of hours in clause 8.1 following discussions with an employee or employees.

8.3 Normal hours of work must be structured to avoid broken periods of duty, i.e. there must be no split shifts.

8.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week must not exceed:

8.4.1 312 hours 30 minutes for employees working 31 hours 15 minutes per week; or

8.4.2 333 hours 20 minutes for employees working 33 hours 20 minutes per week; or

8.4.3 350 hours for full-time employees working 35 hours per week; or

8.4.4 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.

8.5 The provisions of the Department's Flexible Working Hours Agreement 2019 and any successor agreements do not apply to employees covered under this award.

8.6 Averaging of hours arrangements are not available to School Learning Support Officer classifications as these roles work directly with students in the classroom.

8.7 Additional Hours

8.7.1 School Administrative and Support Staff (excluding Business Managers) are entitled to be paid for additional hours as required at the direction of the principal or their delegate. The working of such additional hours must be as directed by the principal or their delegate.

8.7.2 Full-time permanent and long term temporary members of the school administrative and support staff, can work additional hours above their normal hours of work of 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers up to 7 hours per day.

8.7.3 For part time permanent and long term temporary members of school administrative and support staff, hours worked up to 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers are remunerated at the standard rate of pay and accrue vacation pay as per subclause 5.4.

8.7.4 The rate of payment for additional hours worked beyond 6 hours 15 minutes for School Administrative Officers, School Learning Support Officers, Aboriginal Education Officers and 6 hours 40 minutes for School Administrative Managers for up to 7 hours per day will be calculated by applying a loading of 15% to the standard hourly rate and will not accrue any vacation or leave entitlements.

9. Meal Breaks

9.1 Employees who work not less than four hours per day are entitled to an unpaid lunch break of not less than 30 minutes each day.

9.2 Employees who work more than two hours from the commencement of the school day are entitled to a paid morning tea break of 10 minutes each day.

9.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

10. Lactation Breaks

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

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

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

10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving

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

10.5 The Department must provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

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

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

10.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 17.9, Sick Leave, of this award or where applicable, through the operation of the provisions of subclause 8.4 of this award.

11. Appointments

11.1 The appointment procedures in place as at the date of the making of this award will continue for a period of up to 12 months from the date of the making of this award.

11.2 The Department will consult with the Association on the development and implementation of the new appointment and employment procedures.

11.3 The new appointment and employment procedures developed in accordance with subclause 11.2 will commence after the expiration of the period referred to in subclause 11.1.

12. Training and Development

12.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.

12.2 Employees will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.

12.3 Training and development will be based on:

12.3.1 identified capabilities in accordance with the NSW Public Sector Capability Framework;

12.3.2 a focus on both current and future job needs and career path planning; and

12.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.

12.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day are regarded as being on duty.

12.5 Approved training and development activities will be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 20, Overtime.

12.6 Employees are entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

13. Higher Duties Allowance

13.1 A permanent or long-term temporary employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more must be paid a higher duties allowance subject to:

13.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and

13.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or

13.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.

13.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

14. Performance Management

14.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

15. Alternate Work Organisation

15.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:

15.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:

(i) the proposal can be implemented within the school's current overall staffing entitlement or funded from the school's budget allocation;

(ii) consultation is undertaken with staff in accordance with the provisions of clause 26, Consultation of this award;

(iii) consultation with, parents, and relevant community groups is undertaken where appropriate; and

(iv) consideration is given to equity and gender and family issues involved in the proposal.

16. Dispute and Grievance Resolution Procedures

16.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures apply:

16.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.

16.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

16.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.

16.1.4 Where the procedures in paragraph 16.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Executive Director of Employee Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

16.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

17. Leave

17.1 Adoption, Maternity and Parental Leave

17.1.1 Maternity leave applies to an employee who is pregnant and, subject to this clause the employee is entitled to be granted maternity leave as follows:

(i) For a period up to 9 weeks prior to the expected date of birth; and

(ii) For a further period of up to 12 months after the actual date of birth.

(iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

17.1.2 Adoption leave applies to an employee adopting a child and who will be the primary care giver, the employee is entitled to be granted adoption leave as follows:

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

(ii) For such period, not exceeding 12 months on a full-time basis, as the Secretary may determine, if the child has commenced school at the date of the taking of custody.

(iii) An employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave, or organised through hours averaging provisions if applicable.

17.1.3 Parental leave applies to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence 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 or at any time up to 2 years from that date.

17.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

(i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 17.1.9 of this clause; and

(ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.

(iii) Payment for the maternity, adoption or parental leave may be made as follows:

(a) in advance as a lump sum; or

(b) fortnightly as normal; or

(c) fortnightly at half pay; or

(d) a combination of full-pay and half pay.

17.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full-time position who is on part time leave without pay when they start leave is paid:

(i) at the full-time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;

(ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;

(iii) 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.

17.1.6 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:

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

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

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

17.1.7 Except as provided in paragraphs 17.1.4, 17.1.5 and 17.1.6 of this clause, maternity, adoption or parental leave is granted without pay.

17.1.8 Right to request

(i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 17.1.1, 17.1.2 or 17.1.3 may make a request to the Secretary to:

(a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;

(b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

(c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

17.1.9 Notification Requirements

(i) When the Secretary is made aware that an employee or their spouse is pregnant or adopting a child the Secretary must inform the employee of their entitlements and their obligations under the Award.

(ii) An employee who wishes to take maternity, adoption or parental leave must notify the Secretary in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:

(a) that she/he intends to take maternity, adoption or parental leave, and

(b) the expected date of birth or the expected date of placement, and

(c) if she/he is likely to make a request under paragraph 17.1.8.

(iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:

(a) the date on which the maternity, adoption or parental leave is intended to start, and

(b) the period of leave to be taken.

(iv) Employee's request and the Secretary's decision to be in writing.

The employee's request and the Secretary's decision made under 17.1.9(i) and 17.1.9(ii) must be recorded in writing.

(v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Secretary in writing as soon as practicable and preferably before beginning maternity, adoption or parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Secretary agrees.

(vi) An employee on maternity leave is to notify the Secretary of the date on which she gave birth as soon as she can conveniently do so.

(vii) An employee must notify the Secretary as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

(viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Secretary and any number of times with the consent of the Secretary. In each case she/he must give the Secretary at least 14 days notice of the change unless the Secretary decides otherwise.

17.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 17.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.

17.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee must be appointed to a position of the same grade and classification as the employee's former position.

17.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Secretary) must be given.

17.1.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.

17.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

17.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:

(i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave

(ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay

(iii) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay is converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.

17.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Secretary should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

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

17.1.18 Communication during maternity, adoption or parental leave

(i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Secretary must take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

(ii) The employee must take reasonable steps to inform the Secretary about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

(iii) The employee must also notify the Secretary of changes of address or other contact details which might affect the Secretary's capacity to comply with subparagraph 17.1.18(i).

17.2 Annual Leave Loading

17.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 17.2.2 to 17.2.7 of this subclause.

17.2.2 For the calculation of the annual leave loading, the leave year commences on 1 December each year and ends on 30 November of the following year.

17.2.3 In the case of a permanent or long-term temporary employee with less than twelve months service as at 30 November, entitlement is calculated on a pro rata basis.

17.2.4 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of four weeks' leave.

17.2.5 Payment of the annual leave loading is made on the recreation leave accrued during the previous leave year.

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

17.2.7 Payment occurs in the next pay period ending on or after 1 December.

17.3 Extended Leave

17.3.1 A permanent or long-term employee is entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.

17.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.

17.3.3 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

17.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.

17.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.

17.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

17.4 Family and Community Service Leave

17.4.1 The Secretary must grant to a permanent or long term temporary employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in paragraph 17.4.2 of this subclause. The Secretary may also grant leave for the purposes in paragraph 17.4.3 of this subclause. Non-emergency appointments or duties must be scheduled or performed outside of normal working hours or through approved use of appropriate leave.

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

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

(ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

(iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens a staff members property and/or prevents a staff member from reporting for duty;

(iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by childcare providers;

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

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

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

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

17.4.4 Family and community service leave accrues as follows:

(i) two and a half days in the staff members first year of service;

(ii) two and a half days in the staff members second year of service; and

(iii) one day per year thereafter.

17.4.5 If available family and community service leave is exhausted as a result of natural disasters, the Secretary must consider applications for additional family and community

service leave, if some other emergency arises. On the death of a person defined in paragraph 17.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee

17.4.6 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 17.7 of this clause must be granted when paid family and community service leave has been exhausted or is unavailable.

17.5 Leave Without Pay

17.5.1 The Secretary may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

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

17.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

17.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

17.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee must be paid for any proclaimed public holidays falling during such leave without pay.

17.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave counts as service for incremental progression and accrual of recreation leave.

17.5.7 A permanent or long-term temporary employee who has been granted leave without pay must not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Secretary.

17.5.8 A permanent or long-term temporary employee is not required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave must be taken before leave without pay.

17.5.9 A permanent appointment may be made to the employee's position if:

(i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

(ii) the employee is advised of the Secretary's proposal to permanently backfill their position; and

(iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and

(iv) the Secretary advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

17.5.10 The position cannot be filled permanently unless the above criteria are satisfied.

17.5.11 The employee does not cease to be employed by the Secretary if their position is permanently backfilled.

17.5.12 Paragraph 17.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 17.1 Adoption, Maternity and Parental Leave or to military leave.

17.6 Military Leave

17.6.1 During the period of 12 months commencing on 1 July each year, the Secretary may grant to a permanent or long-term temporary 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 conducted by the employee's unit.

17.6.2 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.

17.6.3 Up to 24 working days' military leave per financial year may be granted by the Secretary 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 paragraph 17.6.1 of this subclause.

17.6.4 The Secretary 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.

17.6.5 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 17.6.3 of this subclause may be granted Military Leave Top Up Pay by the Secretary.

17.6.6 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.

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

17.6.8 At the expiration of military leave, the employee must furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

17.7 Personal Carers Leave

Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 17.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 17.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

17.7.1 The sick leave is initially taken from the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

17.7.2 If required by the Secretary to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 17.10.1 of this clause.

17.7.3 The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care and support of the person concerned; and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or

(c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

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

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

Use of recreation leave to care for a family member

17.7.4 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave not exceeding 10 days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

17.7.5 A permanent or long term temporary employee may elect, with the consent of the Secretary, to take recreation leave at any time within a period of 24 months from the date at which it falls due.

17.8 Recreation Leave

17.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

17.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

17.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

17.9 Sick Leave

17.9.1 If the Secretary is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee’s illness or the illness of a member of their family, the Secretary:

(i) must grant to the employee sick leave on full pay; and

(ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

17.9.2 Payment for sick leave is subject to the employee:

(i) informing their principal as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and

(ii) providing evidence of illness as soon as practicable if required by subclause 17.10 of this clause.

17.9.3 The Secretary may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

17.9.4 The Secretary may direct an employee to take sick leave if they are satisfied that, due to the employee's illness, the employee:

(i) is unable to carry out their duties without distress; or

(ii) risks further impairment of their health by reporting for duty; or

(iii) is a risk to the health, wellbeing or safety of other employees, Departmental clients or members of the public.

17.9.5 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.

(i) At the commencement of employment with the Department, a full-time employee is granted an accrual of five days sick leave.

(ii) After the first four months of employment, the employee accrues sick leave at the rate of ten working days per year for the balance of the first year of service.

(iii) After the first year of service, the employee accrues sick leave day to day at the rate of 15 working days per year of service.

(iv) All continuous service as a permanent or long-term temporary employee is taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service are taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

(v) Sick leave without pay counts as service for the accrual of recreation leave and paid sick leave.

(vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay is converted to its full pay equivalent.

17.9.6 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service is limited to five days' paid sick leave, unless the Secretary approves otherwise. Paid sick leave in excess of five days granted in the first three months of service must be supported by a satisfactory medical certificate.

17.9.7 No paid sick leave is to be granted to short-term temporary employees.

17.10 Sick Leave - Requirements for Medical Certificate

17.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Secretary in respect of the absence.

17.10.2 In addition to the requirements under paragraph 17.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Secretary. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Secretary for each occasion absent for the balance of the calendar year.

17.10.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Secretary is satisfied that the reason for the absence is genuine.

17.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Secretary will advise them in advance.

17.10.5 If the Secretary is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to the Department's nominated medical assessor for advice.

(i) The type of leave granted to the employee will be determined by the Secretary based on the advice of the Government or other approved medical assessor.

(ii) If sick leave is not granted, the Secretary will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.

17.10.6 The granting of paid sick leave is subject to the employee providing evidence which indicates the nature of the illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their principal they may elect to have the application for sick leave dealt with confidentially by an alternate supervisor or the human resources section of the Department.

17.10.7 The reference in this subclause to evidence of illness applies, as appropriate:

(i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Secretary's discretion, another registered health services provider; or

(ii) where the absence exceeds one week and, unless the health provider listed in (i) above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner; or

(iii) at the Secretary's discretion, other forms of evidence that satisfy that an employee had a genuine illness.

17.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Secretary a satisfactory medical certificate in respect of an illness which occurred during the leave, the Secretary may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.

17.10.9 Paragraph 17.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

17.11 Sick Leave - Workers Compensation

17.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Secretary must grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.

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

17.11.3 A permanent or long-term temporary employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way is debited against the employee.

17.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act* 1998 which requires that the staff member must:

(i) participate and cooperate in the establishment of the required injury management plan for the staff member;

(ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;

(iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;

(iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and

(v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.

17.11.5 If an employee notifies the Secretary that he or she does not intend to make a claim for any such compensation, the Secretary must consider the reasons for the employee's decision and determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

17.11.6 A permanent or long-term temporary employee may be required to submit to a medical examination under the *Workers Compensation Act* 1987 in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee must not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

17.11.7 If the Secretary provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act* 1987 and, without good reason, the employee fails, to resume or perform such duties, the employee will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

17.12 Sick Leave - other than Workers Compensation

17.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act* 1987, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:

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

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

17.12.2 Sick leave on full pay must not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Secretary is satisfied that the refusal or failure is unavoidable.

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

17.13 Study Assistance

17.13.1 The Secretary has the power to grant or refuse study time.

17.13.2 Where the Secretary approves the grant of study time, the grant is subject to:

(i) The course being a course relevant to the Department and/or the public service; and

(ii) The time being taken at the convenience of the Department.

17.13.3 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.

17.13.4 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:

(i) attending compulsory lectures or tutorials, where these are held during working hours; and/or

(ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or

(iii) private study for an approved course.

17.13.5 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.

17.13.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Department.

17.13.7 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

17.13.8 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.

17.13.9 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.

17.13.10 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.

17.13.11 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.

17.13.12 Repeated subjects - Study time will not be granted for repeated subjects.

17.13.13 Expendable grant - Study time if not taken at the nominated time is forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.

17.13.14 Examination Leave - Examination leave is granted as special leave for all courses of study approved in accordance with this clause.

17.13.15 The period granted as examination leave includes:

(i) Time actually involved in the examination;

(ii) Necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

17.13.16 The examination leave is to be granted for deferred examinations and in respect of repeat studies.

17.13.17 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.

17.13.18 All employees are eligible to apply and no prior service requirements are necessary.

17.13.19 Study leave is to be granted without pay, except where the Secretary approves financial assistance. The extent of financial assistance to be provided will be determined by the Secretary according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

17.13.20 Where financial assistance is approved by the Secretary for all or part of the study leave period, the period counts as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.

17.13.21 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Department may choose to identify courses or educational programmes of particular relevance or value and establish a Departmental scholarship to

encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

17.14 Special Leave

17.14.1 Jury Service

(i) A permanent or long-term temporary employee must, as soon as possible, notify the Secretary of the details of any jury summons served on the employee.

(ii) A permanent or long-term temporary employee who, during any period when required to be on duty, attends a court in answer to a jury summons must, upon return to duty after discharge from jury service, furnish to the Secretary a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act* 1977 in respect of any such period.

(iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Secretary must grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Secretary must grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

17.14.2 Witness at Court - Official Capacity

When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee is 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 are paid by the Department.

17.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) must:

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

(ii) pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

17.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee who is subpoenaed or called as a witness in a private capacity must, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, leave without pay.

17.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year will be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Secretary.

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

17.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

(i) annual or biennial conferences of the Association;

(ii) meetings of the Association's Executive, Committee of Management or Council;

(iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;

(iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;

(v) attendance at meetings called by the Department as and when required;

(vi) giving evidence before an industrial tribunal as a witness for the Association;

(vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

17.14.7 Training Courses

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

(i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.

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

(a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;

(b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;

(c) all travelling and associated expenses being met by the employee or the association;

(d) attendance being confirmed in writing by the Association or a nominated training provider.

17.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave must be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

17.14.9 Return Home when Transferred to New Location

Special leave must be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

17.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Aborigines and Islander Day of Commemoration (NAIDOC) week celebrations.

17.14.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 18, Leave for Matters Arising from Domestic Violence, have been exhausted, the Secretary must grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

17.14.12 Special Leave – Other Purposes

Special leave on full pay may be granted to employees by the Secretary for such other purposes, subject to the conditions specified in the Non-Teaching Staff in Schools Handbook at the time the leave is taken.

17.15 Purchased Leave

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

(i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.

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

(iii) The leave will count as service for all purposes.

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

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

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

17.15.3 Purchased leave is subject to the following provisions:

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

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

(iii) Sick leave cannot be taken during a period of purchased leave.

(iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.

(v) 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.

(vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.

17.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

18. Leave for Matters Arising from Domestic Violence

18.1 The definition of domestic violence is found in clause 2.9, Definitions, of this award.

18.2 Leave entitlements provided for in subclause 17.4, Family and Community Service Leave, 17.7, Personal Carers Leave, and 17.9, Sick Leave, may be used by an employee experiencing domestic violence.

18.3 Where the leave entitlements referred to in subclause 18.2 are exhausted, the Secretary must grant Special Leave as per paragraph 17.14.11.

18.4 The Secretary 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.

18.5 Personal information concerning domestic violence will be kept confidential by the agency.

18.6 The Secretary, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

19. Travelling Compensation and Excess Travelling Time

19.1 Travelling Compensation

19.1.1 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 must be met by the Department.

19.1.2 The Secretary must require employees to obtain an authorisation for all official travel prior to incurring any travel expense.

19.1.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business must be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.

19.1.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable is the appropriate proportion of the daily rate. Any fraction of an hour must be rounded off to the nearest half-hour.

19.1.5 The Department will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees must obtain prior approval when making their own arrangements for overnight accommodation.

19.1.6 Subject to paragraph 19.1.14 of this clause, an employee who is required by the Secretary to work from a temporary work location must be compensated for accommodation, meal

and incidental expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.

19.1.7 If meals are provided by the Government at the temporary work location, the employee is not entitled to claim the meal allowance.

19.1.8 For the first 35 days, the payment is:

(i) where the Department elects to pay the accommodation provider the employee receives:

(a) the appropriate meal allowance in accordance with Item 1 in Table 2 of Schedule 2, Part B; and

(b) incidentals as set out in Item 4 in Table 2 of Schedule 2, Part B; and

(c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

(ii) where the Department elects not to pay the accommodation provider the employee must elect to receive either:

(a) the appropriate rate of allowance specified in Item 3 in Table 2 of Schedule 2, Part B and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR

(b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 in Table 2 of Schedule 2, Part B.

19.1.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Secretary that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

19.1.10 Where an employee is unable to so satisfy the Secretary, the allowance payable for part days of travel is limited to the expenses incurred during such part day travel.

19.1.11 After the first 35 days - If an employee is required by the Secretary to work in the same temporary work location for more than 35 days, the employee must be paid the appropriate rate of allowance as specified at Item 3 in Table 2 of Schedule 2, Part B.

19.1.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in paragraph 19.1.11 of this subclause, the Department could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

19.1.13 The return of an employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location does not constitute a break in the temporary work arrangement.

19.1.14 This clause does not apply to employees who have initiated working at another location.

19.2 Excess Travelling Time

19.2.1 A permanent or long-term temporary employee directed by the Secretary to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

(i) payment calculated in accordance with the provisions contained in this subclause; or

(ii) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

19.2.2 Compensation under subparagraphs 19.2.1(i) or 19.2.1(ii) of this subclause is subject to the following conditions:

(i) on a non-working day - all time spent travelling on official business;

(ii) on a working day - subject to the provisions of subclause 19.2.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;

(iii) period for which compensation is being sought is more than a quarter of an hour on any one day.

19.2.3 No compensation for travelling time is to be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.

19.2.4 Compensation for travelling time is to be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

19.2.5 Compensation for excess travelling time excludes the following:

(i) time normally taken for the periodic journey from home to headquarters and return;

(ii) any periods of excess travel of less than 30 minutes on any one day;

(iii) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

(iv) time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;

(v) travel not undertaken by the most practical available route;

(vi) working on board ship where meals and accommodation are provided;

(vii) travel overseas.

19.2.6 Waiting Time

When a permanent or long-term temporary employee is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time is treated and compensated in the same manner as travelling time.

19.2.7 Payment

Payment for travelling time calculated according to paragraphs 19.2.1 and 19.2.3 of this subclause is at the employee’s ordinary rate of pay on an hourly basis calculated as follows:

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

19.2.8 The rate of payment for travel or waiting time on a non-working day is the same as that applying to a working day.

19.2.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

19.2.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Secretary to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation is paid the following allowances as described at Item 1 in Table 2 of Schedule 2, Part B:

(i) breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;

(ii) an evening meal when required to travel until or beyond 6.30 pm; and

(iii) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

20. Overtime

20.1 Rates - Overtime is paid at the following rates:

20.1.1 Weekdays (Monday to Friday inclusive) - At the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked:

(i) For employees, working under the hours averaging provisions of subclause 8.4 of clause 8, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.

(ii) For employees not working under the hours averaging provisions of the said subclause 8.4, who are directed to work overtime on a weekday following seven hours of normal work.

20.1.2 Saturday - All overtime directed to be worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter.

20.1.3 Sundays -All overtime directed to be worked on a Sunday at the rate of double time.

20.1.4 Public Holidays - All overtime directed to be worked on a public holiday at the rate of double time and one half.

20.2 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

20.3 An employee who works directed overtime on a Saturday, Sunday or public holiday is paid a minimum payment as for three hours' work at the appropriate rate.

20.4 Meal Breaks and Allowances

20.4.1 An employee who works directed overtime is entitled to a meal break as follows:

(i) an employee not working under the averaging of hours scheme as provided at subclause 8.4 of clause 8, Hours, who is required to work overtime on weekdays for 1½ hours or

more after the employee's ordinary hours of duty, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;

(ii) an employee working under the averaging of hours scheme as provided at the said subclause 8.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ hours after commencing duty plus the time taken for lunch, is allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;

(iii) an employee required to work overtime on a Saturday, Sunday or public holiday is allowed 30 minutes for a meal after every five hours of overtime worked.

20.4.2 Meal allowances are set out in Item 2 in Table 2 of Schedule 2, Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

(i) the time worked is directed overtime;

(ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;

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

(iv) overtime is not being paid in respect of the time taken for the meal break.

20.5 Rest Periods

20.5.1 An employee who works overtime is entitled to be absent until eight consecutive hours have elapsed.

20.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty, then such employee must be paid at the appropriate overtime rate until released from duty. The employee is then entitled to eight consecutive hours off duty and must be paid for the ordinary working time occurring during the absence.

20.6 Recall to Duty

20.6.1 An employee recalled to work overtime after leaving the employer's premises must be paid for a minimum of three hours' work at the appropriate overtime rates.

20.6.2 The employee is not required to work the full three hours if the job can be completed within a shorter period.

20.6.3 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

20.6.4 An employee recalled to duty within three hours of the commencement of usual hours of duty must be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

20.6.5 This subclause does not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances does not attract the minimum payment of three hours unless the actual time worked is three or more hours.

21. Transferred Employees' Compensation

21.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

22. Deduction of Association Membership Fees

22.1 The Association must provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

22.2 The Association must advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable must be provided to the Department at least one month in advance of the variation taking effect.

22.3 Subject to subclauses 22.1 and 22.2 of this clause, the Department must deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.

22.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.

22.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees are to be deducted on a fortnightly basis.

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

23. No Extra Claims

23.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there are to be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 14 July 2023 by a party to this Award.

24. Secure Employment

24.1 Work Health and Safety

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

(i) 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.

(ii) 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.

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

(i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;

(ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(iii) 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

(iv) 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.

24.1.3 Nothing in this subclause 24.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act* 2011 or the *Workplace Injury Management and Workers Compensation Act* 1998.

24.2 Disputes Regarding the Application of this Clause

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

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

25. Short Term Temporary Employee Entitlements

25.1 Other than as described under subclauses 25.3, 25.4, 25.5 and 25.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

25.2 As set out in subclause 5.7, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.

25.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act* 1955.

25.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act* 1996, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act* 1996). The following provisions also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).

25.4.1 The Secretary must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:

(i) the employee or employee's spouse is pregnant; or

(ii) the employee is or has been immediately absent on parental leave.

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

25.5 Personal Carers Entitlement for short term temporary employees

25.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 17.7.3 of the award

who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 25.5.4, and the notice requirements set out in 25.5.5.

24.5.2 The Secretary and the short term temporary employee must agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.

25.5.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

25.5.4 The short term temporary employee must, if required:

(i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

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

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

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

25.6 Bereavement entitlements for short term temporary employees

25.6.1 Short term temporary employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

25.6.2 The Secretary and the short term temporary employee must agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.

25.6.3 The Secretary must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a short term temporary employee are otherwise not affected.

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

26. Consultation

26.1 Consultation is a process that:

26.1.1 provides an opportunity for the Department, the Association and employees to express their views, state objections, exchange information and promote understanding;

26.1.2 involves timely provision of all relevant information to employees and the Association; and

26.1.3 provides a genuine opportunity for employees directly affected by major changes in the workplace, the wider workforce and the Association to influence the matters under discussion with the Department.

26.2 Where the Department has made a definite decision to introduce major changes in, program/service delivery, organisation, structure or technology that are likely to have significant effects on employees, the Department must notify the employees who may be affected by the proposed changes and the Association for the purpose of engaging in consultation.

26.3 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Department's workforce or in the skills required, changes in job opportunities, promotion opportunities or job tenure for a class or group of employees, the alteration of hours of work for a class or group of employees, the need for retraining or transfer of a class or group of employees to other work or locations and the restructuring/redesign of jobs.

26.4 The Department is not required to consult over individual workplace/performance issues under this clause.

26.5 The Department must discuss with the employees affected and the Association, among other matters, the introduction of the changes referred to in subclause 26.2 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and must give prompt consideration to matters raised by the employees and/or the Association in relation to the changes.

26.6 The discussions must commence as early as practicable after a definite decision has been made by the Department to make the changes referred to in subclause 26.2 of this clause.

26.7 For the purpose of such discussions, the Department must provide to the employees concerned and the Association all relevant information about the changes, including the nature of the changes proposed, the expected significant effects of the changes on employees and any other matters likely to affect employees, provided that the Department is not required to disclose confidential information the disclosure of which would adversely affect the Department.

26.8 The Department will notify affected employees and the Association of the outcome of the consultation in writing.

27. Production of Receipts

27.1 Payment of any actual expenses is subject to the production of receipts, unless the Secretary is prepared to accept other evidence from the employee.

28. Allowance Payable for Use of Private Motor Vehicle

28.1 The Secretary may authorise an employee to use a private motor vehicle for work where:

28.1.1 Such use will result in greater efficiency or involve the Department in less expense than if travel were undertaken by other means; or

28.1.2 Where the employee is unable to use other means of transport due to a disability.

28.2 An employee who, with the approval of the Secretary, uses a private motor vehicle for work must be paid an appropriate rate of allowance specified in Item 5 in Table 2 of Schedule 2, Part B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 28.4 of this clause.

28.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

28.3.1 The casual rate is payable if an employee elects, with the approval of the Secretary, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

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

28.4 Deduction from allowance

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

28.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 28.4.3 of this subclause.

28.4.3 Designated headquarters

(a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

(b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

28.4.5 Where a headquarters has been designated per paragraph 28.4.3 of this subclause and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

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

(i) When staying away from home overnight, including the day of return from any itinerary.

(ii) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

(iii) When the employee uses the vehicle for official business after normal working hours.

(iv) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (i), (ii) and (iii) of this paragraph.

(v) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department is satisfied that:

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

(b) the periodical ticket was in fact purchased; and

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

28.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act* 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Secretary.

28.6 Expenses such as tolls etc. must be refunded to employees where the charge was incurred during approved work related travel.

29. Damage to Private Motor Vehicle Used for Work

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

29.1.1 The damage is not due to gross negligence by the employee; and

29.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.

29.2 Provided the damage is not the fault of the employee, the Department must reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:

29.2.1 The damage was sustained on approved work activities; and

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

30. Allowance for Living in a Remote Area

30.1 An employee must be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

30.1.1 indefinitely stationed and living in a remote area as defined in subclause 30.2 of this clause; or

30.1.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 30.2 of this clause.

30.2 Grade of appropriate allowance payable under this clause is determined as follows:

30.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 6 in Table 2 of Schedule 2, Part B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay,

Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 30.2.2 and 30.2.3 of this subclause.

30.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 6 in Table 2 of Schedule 2, Part B; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.

30.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 6 in Table 2 of Schedule 2, Part B; in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.

30.3 The dependant rate for each grade is payable where:

30.3.1 the employee has a dependant as defined; and

30.3.2 the employee's dependant(s) resides within the area that attracts the remote area allowance; and

30.3.3 the employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

30.4 For the purposes of this clause dependant is defined as

30.4.1 the spouse of the employee (including a de facto spouse);

30.4.2 each child of the employee aged eighteen years or under;

30.4.3 each son and daughter of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and

30.4.4 any other person who is part of the employee's household and who is, in the opinion of the Secretary, substantially financially dependent on the employee.

30.5 Departmental temporary employees, such as relief employees, who are employed for short periods are not eligible to receive a remote areas allowance.

30.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave.

30.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

30.7.1 the employee continues in employment; and

30.7.2 the dependants continue to reside in the area specified; and

30.7.3 military pay does not exceed Departmental salary plus the remote areas allowance.

If the military salary exceeds Departmental salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

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

31.1 An employee who:

31.1.1 is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary; and

31.1.2 proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the employee's work location in that area,

must be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 7 in Table 2 of Schedule 2, Part B for the additional costs of travel.

31.2 Dependant in this clause has the same meaning as subclause 30.4 of clause 30, Allowance for Living in a Remote Area, of this award.

31.3 Allowances under this clause do not apply to employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

32. Community Language Allowance Scheme (CLAS)

32.1 Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such employees are not:

32.1.1 employed as interpreters and translators; and

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

must be paid an allowance as specified in Table 1 of Schedule 2, Part B, subject to subclauses 32.2 and 32.3 of this clause.

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

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

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

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

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

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

33. Area, Incidence and Duration

33.1 This award applies to all employees as defined in Clause 2, Definitions.

33.2 This award rescinds and replaces the Crown Employees (School Administrative and Support Staff) Reviewed Award published 8 October 2021 (390 I.G. 764) and takes effect from 15 July 2022 and remains in force until 14 July 2023.

PART B

Schedule 1 - School Administrative and Support Staff - Rates of Pay

1.1 Permanent and long term temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 15 July 2022 Per Hour 2.53 % $
SAM 1	42.19
SAM 2	43.35
SAM 3	44.58
SAM 4	45.93
SAO	36.48
SLSO 1	33.40
SLSO 2	34.00
SLSO 3	36.40
SLSO 4	38.81
SLSO PS 1	33.40
SLSO PS 2	34.00
SLSO PS 3	36.40
SLSO PS 4	38.81
SLSO SHS	40.14
AEO 1	39.90
AEO 2	41.06
AEO 3	42.21
AEO 4	43.41
BM 1.1	47.44
BM 1.2	48.95
BM 1.3	50.87
BM 1.4	52.35
BM 2.1	53.92
BM 2.2	55.54
BM 2.3	57.85
BM 2.4	59.69

1.2 Short-term Temporary School Administrative and Support Staff - Rates of Pay

	Rates of Pay from first pay period on or after 15 July 2022 Per Hour 2.53 % $
SAM 1	48.52
SAM 2	49.85
SAM 3	51.27
SAM 4	52.82
SAO	41.96
SLSO 1	38.42
SLSO 2	39.10
SLSO 3	41.85
SLSO 4	44.63
SLSO PS 1	38.42
SLSO PS 2	39.10
SLSO PS 3	41.85
SLSO PS 4	44.63
SLSO SHS	46.16
AEO 1	45.89
AEO 2	47.23
AEO 3	48.55
AEO 4	49.92
BM 1.1	54.57
BM 1.2	56.29
BM 1.3	58.48
BM 1.4	60.21
BM 2.1	62.00
BM 2.2	63.87
BM 2.3	66.52
BM 2.4	68.64

Schedule 2 - School Administrative and Support Staff - Allowances

Table 1 - Allowances	Rates of Pay from first pay period on or after 15 July 2022 Per hour 2.53% $
First Aid (subclause 5.10.1)	0.59
Administration of	0.23
Medications (subclause 5.10.2)	
Health Support (subclause 5.10.3)	0.49

	Amount from first pay period on or after 15 July 2022 2.53 % Per annum $
Community Language Allowance Scheme (subclause 32.1.2)	Base level 1,552 Higher level 2,335

Table 2 - Other Allowances

The allowances listed in this Table and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or successor award, or as approved from time to time by the Secretary of the Department of Premier and Cabinet.			
Item No.	Clause No.	Brief Description	Amount Effective from 1 July 2022
1		Meal allowances on one-day journeys Capital Cities and High-cost Country Centres: -	
		Capital cities and high cost country centres	
	19.2.10 (i)	Breakfast allowance	$29.20
	19.2.10 (ii)	Evening meal allowance	$56.00
	19.2.10 (iii)	Lunch allowance	$32.85
		Other Centres:	
	19.2.10 (i)	Breakfast allowance	$26.15
	19.2.10 (ii)	Evening meal allowance	$51.50
	19.2.10 (iii)	Lunch allowance	$29.85
2	20.4.2	Overtime meal allowances -	
		Breakfast	$32.50
		Lunch	$32.50
		Dinner	$32.50
		Supper	$11.90
3		Travelling Compensation	
	19.1.8 (ii)	Capital Cities	
		Adelaide	$295.65
		Brisbane	$313.65
		Canberra	$306.65
		Darwin	$358.65
		Hobart	$285.65
		Melbourne	$311.65
		Perth	$318.65
		Sydney	$336.65
	19.1.8 (ii)	High Country Cost Centres	
		Albany (WA)	$317.65
		Alice Springs (NT)	$288.65
		Armidale (NSW)	$285.65
		Ballarat (VIC)	$292.65
		Bathurst (NSW)	$279.65
		Bega (NSW)	$283.65
		Benalla (VIC)	$280.65
		Bendigo (VIC)	$278.65
		Bordertown (SA)	$287.65
		Bourke (NSW)	$303.65
		Bright (VIC)	$305.65

		Broken Hill (NSW)	$290.65
		Broome (WA)	$358.65
		Bunbury (WA)	$293.65
		Burnie (TAS)	$302.65
		Cairns (QLD)	$301.65
		Carnarvon (WA)	$294.65
		Castlemaine (VIC)	$281.65
		Chinchilla (QLD)	$281.65
		Christmas Island (WA)	$336.65
		Cocos (Keeling) Islands (WA)	$469.65
		Coffs Harbour (NSW)	$286.65
		Colac (VIC)	$276.65
		Dalby (QLD)	$315.65
		Dampier (WA)	$313.65
		Derby (WA)	$308.65
		Devonport (TAS)	$296.65
		Emerald (QLD)	$294.65
		Esperance (WA)	$300.65
		Exmouth (WA)	$328.65
		Geraldton (WA)	$303.65
		Gladstone (QLD)	$293.65
		Gold Coast (QLD)	$347.65
		Gosford (NSW)	$283.65
		Halls Creek (WA)	$308.65
		Hervey Bay (QLD)	$295.65
		Horn Island (QLD)	$338.65
		Horsham (VIC)	$292.65
		Jabiru (NT)	$354.65
		Kalgoorlie (WA)	$310.65
		Karratha (WA)	$353.65
		Katherine (NT)	$296.65
		Kununurra (WA)	$342.65
		Launceston (TAS)	$279.65
		Lismore (NSW)	$282.65
		Mackay (QLD)	$299.65
		Maitland (NSW)	$293.65
		Mount Gambier (SA)	$278.65
		Mount Isa (QLD)	$306.65
		Mudgee (NSW)	$297.65
		Muswellbrook (NSW)	$295.65
		Newcastle (NSW)	$323.65
		Newman (WA)	$308.65
		Nhulunbuy (NT)	$368.65
		Norfolk Island (NSW)	$328.65
		Northam (WA)	$283.65
		Orange (NSW)	$294.65
		Port Hedland (WA)	$313.65
		Port Lincoln (SA)	$308.65
		Port Macquarie (NSW)	$308.65
		Port Pirie (SA)	$288.65
		Queanbeyan (NSW)	$277.65
		Queenstown (TAS)	$274.65
		Roma (QLD)	$280.65
		Shepparton (VIC)	$288.65
		Swan Hill (VIC)	$274.65
		Tennant Creek (NT)	$284.65
		Toowoomba (QLD)	$282.65
		Thursday Island (QLD)	$338.65
		Townsville (QLD)	$281.65

		Wagga Wagga (NSW)	$290.65
		Wangaratta (VIC)	$282.65
		Weipa (QLD)	$276.65
		Whyalla (SA)	$283.65
		Wilpena-Pound (SA)	$331.65
		Wollongong (NSW)	$293.65
		Wonthaggi (VIC)	$290.65
		Yulara (NT)	$578.65
	19.1.8 (ii)	Tier 2 Country Centres	
		Albury (NSW)	$262.10
		Ararat (VIC)	$262.10
		Ayr (QLD)	$262.10
		Bairnsdale (VIC)	$262.10
		Bundaberg (QLD)	$262.10
		Ceduna (SA)	$262.10
		Charters Towers (QLD)	$262.10
		Cooma (NSW)	$262.10
		Dubbo (NSW)	$262.10
		Echuca (VIC)	$262.10
		Geelong (VIC)	$262.10
		Goulburn (NSW)	$262.10
		Griffith (NSW)	$262.10
		Gunnedah (NSW)	$262.10
		Hamilton (VIC)	$262.10
		Innisfail (QLD)	$262.10
		Kadina (SA)	$262.10
		Kingaroy (QLD)	$262.10
		Mildura (VIC)	$262.10
		Naracoorte (SA)	$262.10
		Nowra (NSW)	$262.10
		Port Augusta (SA)	$262.10
		Portland (VIC)	$262.10
		Renmark (SA)	$262.10
		Rockhampton (QLD)	$262.10
		Sale (VIC)	$262.10
		Seymour (VIC)	$262.10
		Tamworth (NSW)	$262.10
		Tumut (NSW)	$262.10
		Warrnambool (VIC)	$262.10
		Wodonga (VIC)	$262.10
	19.1.8 (ii)	Other country centres	$246.10
	19.1.8 (ii)	Incidental expenses when claiming actual expenses - all locations	$20.60
	19.1.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
4	19.1.8 (i)(b)	Incidental expenses	$20.60
5	28.2	Allowance payable for use of private motor vehicle	
		Official Business rate	72.0 (cents per km)
		Specified journey rate/Casual rate	28.8 (cents per km)
6		Allowance for Living in a Remote area	
	30.2.1	Grade A - With dependents	$2,156
		Grade A - Without dependents	$1,505
	30.2.2	Grade B - With dependents	$2,860
		Grade B - Without dependents	$2,005

	30.2.3	Grade C - With dependents Grade C - Without dependents	$3,819 $2,675
7	31.1.2	Assistance to Employees Stationed in a Remote Area when travelling on recreation leave: By private motor vehicle Other transport - With dependents Other transport - Without dependents	 Appropriate casual rate up to a maximum of 2850kms less $53.65 Actual reasonable expenses in excess of $53.65 and up to $359.25 Actual reasonable expenses in excess of $53.65 and up to $177.45

N. Constant, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. Webster, *Commissioner*

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