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CROWN EMPLOYEES (HERITAGE STONEMWORKS) WAGES STAFF AWARD 2021

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

R. DELGODA, *Acting Industrial Registrar*

Schedule of Variations Incorporated

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AWARD

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Clause No. Subject Matter

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2. Definitions

- 2.1 "Department" and "employer" means the NSW Department of Planning and Environment.
- 2.2 "Secretary" means the Secretary of the NSW Department of Planning and Environment.
- 2.3 "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the Department.
- 2.4 "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- 2.5 "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- 2.6 "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- 2.7 "Union" means the:
- The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch
- Electrical Trades Union of Australia, New South Wales Branch;
- The Australian Workers' Union, New South Wales;
- having regard to their respective coverage.
- 2.8 "WH&S" means work, health and safety as defined by the *Work, Health and Safety Act 2011* (NSW).
- 2.9 "Appropriate officer of the employer" means the applicable manager and/or supervisor employed at Heritage Stoneworks.

3. Parties

- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:

NSW Department of Planning and Environment.

Industrial Relations Secretary

Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch

The New South Wales Plumbers and Gasfitters Employees' Union

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

4. Incidence and Period of Operation

- 4.1 This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2 This award shall take effect on 1 July 2021 and remains in force until 30 June 2024 or until varied or rescinded.
- 4.3 The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4 This award rescinds and replaces the Crown Employees (Department of Planning, Industry and Environment) Wages Staff Award 2020 published 26 February 2021 (389 I.G. 239).

5. Workplace Reform

- 5.1 The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.
- 5.2 Workplace Reform includes:
 - 5.2.1 consultation with the parties on implementation.
 - 5.2.2 ensuring equal employment opportunity and recognition of merit.
 - 5.2.3 an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.
 - 5.2.4 the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.
 - 5.2.5 the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.
 - 5.2.6 benchmarking against comparative private sector organisations.
 - 5.2.7 making changes to working arrangements through consultation and cooperation.
 - 5.2.8 workplace communication to ensure there is a clear and common understanding of Department's objectives.
 - 5.2.9 innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

6. Categories of Employment

- 6.1 The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
- 6.1.1 for a specified term ("temporary employee"); or
 - 6.1.2 for the duration of a specified task ("temporary employee"); or
 - 6.1.3 for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").
- 6.2 A person may be engaged as an employee on a full-time or part-time basis.
- 6.3 At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including:
- 6.3.1 the type of employment;
 - 6.3.2 whether a probationary period applies and, if so, the expected duration of the period;
 - 6.3.3 whether there are any citizenship or residency requirements that apply to the position;
 - 6.3.4 whether there are any formal qualifications or security, health or other clearances that are requirements of the position;
 - 6.3.5 if the person is engaged for a specified term, the relevant reason or purpose and the specified term;
 - 6.3.6 if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and
 - 6.3.7 a list of the main instruments governing the terms and conditions of their employment.
- 6.4 Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.
- 6.5 Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.
- 6.6 Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.
- 6.7 The written agreement of a full-time employee will be obtained before the employee's hours are varied.

7. Rates of Pay

- 7.1 The classifications and salary rates are set out in Table 1A - Wages Classification and Salary Schedules of this Award.
- 7.2 The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

- 7.3 Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4 Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 2A:
- 7.4.1 Stonemason-carvers in item 28
- 7.4.2 Electricians in item 29
- 7.4.3 Plumbers (Welders special) in item 30

8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
- 8.2.2 Distant Work
- 8.2.3 Payment for Loss of Tools
- 8.2.4 Tool Allowance
- 8.3 Fares and Travelling Time
- 8.3.1 An allowance listed in Table 2B, item 44, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
- 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
- 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
- 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 B at item 43.
- 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
- 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.
- 8.4 Distant Work

- 8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.
- 8.4.2 For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.
- 8.4.3 Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.
- 8.4.4 While on Distant Work, a majority of employees concerned, and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.
- 8.4.5 Providing that the employees concerned, and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:
- 8.4.5.1 the completion of the project; or
 - 8.4.5.2 within three months of its being worked; or
 - 8.4.5.3 is paid at ordinary rates.
- 8.4.6 An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:
- 8.4.6.1 who leaves of their own free will; or
 - 8.4.6.2 is dismissed for misconduct before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.
- 8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2B item 47.
- 8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2B:
- 8.4.8.1 for each day residing away from the usual place of residence in item 48 or
 - 8.4.8.2 for each week of seven calendar days in item 49.
- 8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.
- 8.4.10 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site, they shall be paid the fares and travelling time allowance prescribed by this clause.

- 8.4.11 An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.
- 8.4.12 The employee shall inform the Department in writing of subsequent change to the usual place of residence.
- 8.4.13 If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.
- 8.4.14 In general terms, the Department's policy for employees is that the provisions of the Distant Work clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.
- 8.4.15 The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

8.5 Payment for Loss of Tools

- 8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2B item 50 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.
- 8.5.2 Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.
- 8.5.3 Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.
- 8.5.4 Provided that for the purposes of this subclause:
- 8.5.4.1 Only tools used by the employee in the course of their employment shall be covered by this subclause.
 - 8.5.4.2 The employee shall, if requested to do so, furnish the Department with a list of tools so used.
 - 8.5.4.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.
 - 8.5.4.4 The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.
 - 8.5.4.5 It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

8.6 Tool Allowance

8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 2B:

- 8.6.1.1 Item 39:
- Carpenter/Joiner
 - Stonemason-carver
 - Stonemason
 - Plumber
 - Electrician
 - Plasterer
- 8.6.1.2 Item 40:
- Bricklayer
- 8.6.1.3 Item 41:
- Slater & Tiler
- 8.6.1.4 Item 42:
- Painter

8.7 All Purpose Payment In lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

- 8.7.1.1 Wages Staff employees Levels 9, 10, 11 and 12.
- 8.7.1.2 Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

8.7.2 All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

8.7.2.1 Clause 4, Allowances, shall continue to be paid:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (40) Asbestos
- (43) Asbestos Eradication

8.7.3 In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

8.7.3.1 For all Heritage and Building Services Group employees and apprentices, other than slaters, plumbers and plumbing apprentices as listed in Table 2A, item 31.

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2A, item 32. (Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

8.7.4 Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

8.8 Thermostatic Mixing Valves Allowance

8.8.1 An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid an amount listed in Table 2A, item 37, while undertaking inspection and certification of thermostatic mixing valves.

8.9 Driving Van Allowance

8.9.1 Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance per day as listed in Table 2A item 38. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

8.10 Higher Duties Allowance

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift. If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. For the avoidance of doubt the Higher Duties Allowance is the payment of the applicable higher rate of the classification the Employee is undertaking.

If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8.11 Allowances Review

8.11.1 Increases in Expense Related Allowances payable under the Awards listed in clause 8 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

8.11.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

8.11.3 Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

9. Pay Arrangements

9.1 Fortnightly Payment

9.1.1 Employees shall be paid fortnightly.

9.1.2 The Department shall not keep more than five days' pay in hand.

9.2 Leave Loading

9.2.1 Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

10. Hours of Work

10.1 Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

10.2 Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

10.3 Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.

10.4 Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.

10.5 Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.

10.6 Five hour break: an employee should not work for more than 5 hours without a break for a meal.

10.7 Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:

10.7.1 the prescribed weekly hours of duty;

10.7.2 the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

10.7.3 the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.

10.7.4 the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.

10.8 Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

11. Overtime

11.1 Overtime provisions, including payment for meals, as provided by clause 9, Overtime, of the Crown Employees (Skilled Trades) Award shall apply to all employees.

- 11.2 An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

12. Career Development and Training

- 12.1 The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:
- 12.1.1 assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.
 - 12.1.2 assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
 - 12.1.3 ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2 The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.

Approved training will be conducted without loss of pay.

13. Rostered Days Off

- 13.1 Rostered Day Off (RDO) provisions, as provided by clause 2, Hours - Day Workers, of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.
- 13.2 The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.
- 13.3 This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.
- 13.4 There will be appropriate records kept of the date an employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

14. Performance Management

- 14.1 The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

15. Relocation Package

- 15.1 Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.
- 15.2 The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.
- 15.3 The scope of the package must be defined in broad terms at the time of acceptance of the new position.

16. Leave

16.1 All Awards, Agreements and Determinations relating to leave continue to apply to employees with the exception of the subclauses set out below.

16.1.1 Annual Leave Loading

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

16.1.2 Family and Community Service Leave

The Department Head shall grant to a staff member some or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

Such cases may include but not be limited to the following:

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

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;

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

Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;

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

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; and

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.

The definition of "family" or "relative" in this clause is the same as that provided in subclause 26.1 of clause 26, Carer's Leave, of the Crown Employees (Skilled Trades) Award.

The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater:

2½ of the staff member's working days in the first year of service and on completion of the first years' service, 5 of the staff member's working days in any period of 2 years; or

After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

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

If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 26, Carer's Leave, of the Crown Employees (Skilled Trades) Award, shall be granted when paid family and community service leave has been exhausted.

A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

16.1.3 Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

16.1.4 Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 31, General Leave Conditions and Accidental Pay, of the Crown Employees (Skilled Trades) Award; and apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

16.1.5 Paid Maternity or Adoption Leave

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

16.1.6 Extended Leave after 7 Years' Service

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example, an employee with 7 years' service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-5 of the Public Service Industrial Relations Guide.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years' service.

16.1.7 Double Pay Extended Leave

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

16.1.8 Public Holidays Whilst on Extended Leave

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employee's leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

17. Grievance and Dispute Resolution

- 17.1 Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4 If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 17.5 If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6 An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.

- 17.7 Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

18. Anti-Discrimination

- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 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.
- 18.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 18.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

19. Consultative Arrangements

- 19.1 The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2 The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.

- 19.3 The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4 The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5 Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:
- Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services
- Union of Australia, Plumbing Division, NSW Branch.
- Electrical Trades Union of Australia, New South Wales Branch
- Australian Workers' Union, Greater New South Wales Branch
- 19.6 Mass Meetings
- 19.6.1 Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.
- 19.7 The Department shall consult with the Unions prior to the introduction of any technological change.

20. Workplace Representatives

- 20.1 Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.
- 20.2 Trade Union Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

21. Deduction of Union Subscriptions

- 21.1 Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

22. Private Use of Business Vehicles

- 22.1 Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

23. Relationship to Awards, Agreements etc.

- 23.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any

inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

- 23.2 In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award, clause 8, Allowances

24. Award Safety Net

- 24.1 If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.
- 24.2 Such higher rates shall be paid from the date ordered by the IRC.
- 24.3 Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.
- 24.4 The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

25. Leave Reserved

- 25.1 Leave is reserved to any party to the award in relation to the following matters:
- 25.1.1 The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.
- 25.1.2 The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

26. Assistance with Public Transport

- 26.1 The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.
- 26.2 Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

27. No Extra Claims

- 27.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

APPENDIX ONE

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

Levels 1 to 6

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Department as being competent to work to Level 1 standard.	<p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p>	An employee at this level will have or be acquiring basic labouring skills.	Be responsible for the quality of their work subject to close supervision.	Understands and applies WH&S requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.

<p>2 (95%)</p>	<p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	<p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>	<p>Be responsible for the quality of their own work subject to close supervision.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>
<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>

<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site. Anticipates and plans for constant changes to the work environment.</p>
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<p>5 (105%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p>
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						<p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

Level	Definition	Scope of Work	Responsibility
7 (115%)	An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>

<p>8 (120%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

Level 10

Level	Definition	Scope of Work
<p>10 (133% - 135%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of WH&S principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contracts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p>	<p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of the Department operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of the Department, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p>

Level 11 to 12

Level	Definition
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<p>11 (139% - 147%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements.</p> <p>In addition, this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>
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Level	Definition
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<p>Level 12 (152% - 156%)</p>	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including overseeing and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>
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APPENDIX TWO**APPRENTICES**

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 16, Leave, of this Award shall have effect to the extent that it is inconsistent with clause 31, General Leave Conditions and Accident Pay, of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Table 1C - Apprentice Classification and Safety Schedules

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

The Department shall not keep more than five days' pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under 8.3 of this Award.

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 39 of Table 2B - Expense Related Allowances, of this Award, in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of subclause 8.3 of this Award.

6. All Purpose Payment In lieu of Certain Allowances

All allowances set out in clauses 4 and 5, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award, shall not be paid to apprentices.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (43) Asbestos Eradication

7. In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2A, Item 31.

For plumbing apprentices as listed in Table 2A, item 32.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

APPENDIX THREE

COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

BUILDING GROUP TRADES

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade, competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling
 Rendering
 Painting
 Gyprock/Ceiling Fixing
 Brickwork
 Fencing
 First Aid certificate

Should a Department Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A Department Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

GENERAL

Should a Department Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by the Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

The Department of Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

PART B**RATES & ALLOWANCES****Rates**

From the first full pay period on or after 1 July 2023, the rates of pay set out under the heading 2023/24 shall be payable. These rates represent a 4% wage increase from 1 July 2023.

Legend: pf = per fortnight, pw = per week, pd = per day, ph = per hour

Table 1 A - Wages Classification and Wage Schedules

Item	Award Code	Clause	Description		2022/23	2023/24
Percentage increase for wage and wage related allowances					2.53%	4.0%
1	1279	7.1	Level 1	92%	2160.10 pf	2246.50 pf
2	1279	7.1	Level 2	95%	2232.20 pf	2321.50 pf
3	1279	7.1	Level 3	97.50%	2293.20 pf	2384.90 pf
4	1279	7.1	Level 4	100%	2347.80 pf	2441.70 pf
5	1279	7.1	Level 5	105%	2480.30 pf	2579.50 pf
6	1279	7.1	Level 6	110%	2582.80 pf	2686.10 pf
7	1279	7.1	Level 7	115%	2700.30 pf	2808.30 pf
8	1279	7.1	Level 8	120%	2817.30 pf	2930.00 pf
9	1279	7.1	Level 9	126%	2958.70 pf	3077.00 pf
10	1279	7.1	Level 10 Step 1	133%	3113.40 pf	3237.90 pf
11	1279	7.1	Level 10 Step 2	135%	3180.20 pf	3307.40 pf
12	1279	7.1	Level 11 Step 1	139%	3273.30 pf	3404.20 pf
13	1279	7.1	Level 11 Step 2	142%	3342.80 pf	3476.50 pf
14	1279	7.1	Level 11 Step 3	147%	3464.60 pf	3603.20 pf
15	1279	7.1	Level 12 Step 1	152%	3572.20 pf	3715.10 pf
16	1279	7.1	Level 12 Step 2	156%	3676.70 pf	3823.00 pf

Table 1B - Survey and Spatial Classification and Wage Schedules

Item	Award Code	Clause	Description		2022/23	2023/24
Percentage increase for wage and wage related allowances					2.53%	4.0%
17	1279	7.1	Survey and Spatial Classification - Level 1		2160.10 pf	2246.50 pf
18	1279	7.1	Survey and Spatial Classification - Level 2		2232.20 pf	2321.50 pf

19	1279	7.1	Survey and Spatial Classification - Level 3	2293.20 pf	2384.90 pf
20	1279	7.1	Survey and Spatial Classification - Level 4	2347.80 pf	2441.70 pf

Table 1C - Apprentice Classification and Wage Schedules

Item	Award Code	Clause	Description	2022/23	2023/24
Percentage increase for wage and wage related allowances				2.53%	4.0%
Three Year Program					
21	1279	7.1	Apprentice 3 Year 1	1462.60 pf	1521.10 pf
22	1279	7.1	Apprentice 3 Year 2	1838.10 pf	1911.60 pf
23	1279	7.1	Apprentice 3 Year 3	2100.00 pf	2184.00 pf
Four Year Program					
24	1279	7.1	Apprentice 4 Year 1	1141.70 pf	1187.40 pf
25	1279	7.1	Apprentice 4 Year 2	1462.60 pf	1521.10 pf
26	1279	7.1	Apprentice 4 Year 3	1838.10 pf	1911.60 pf
27	1279	7.1	Apprentice 4 Year 4	2100.00 pf	2184.00 pf

Table 2A - Wage Related Allowances

Item	Award Code	Clause	Description	2022/23	2023/24
Percentage increase for wage and wage related allowances				2.53%	4.0%
Special Allowances					
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	157.20 pf	163.50 pf
29	1279	7.4.2	All-purpose special allowance - Electricians	156.40 pf	162.70 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers	24.80 pf	25.80 pf
All Purpose Allowances					
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	65.80 pf	68.40 pf
32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	73.90 pf	76.90 pf
Other Allowances					
33	256		Electrician Licence	54.40 pw	56.58 pw
34	256		Plumber, Gasfitters, Drainers License	2.72 ph	2.83 ph
35	256		Registration allowance	1.08 pd	1.12 pd
36	256		First Aid allowance	3.81 pd	3.96 pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.74 ph	0.77 ph
38	1279	8.9.1	Driving van allowance	3.04 pd	3.16 pd

Table 2B - Expense Related Allowances

Item	Award Code	Clause	Description	2022/23	2023/24 7.3% CPI Increase
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	70.70 pf	75.90 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	50.40 pf	54.10 pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	36.70 pf	39.40 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	17.10 pf	18.30 pf
43	1279	8.3.2	Private vehicle use	0.88 per km	0.94 per km
44	1279	8.3	Fares and Travelling Time	27.49 pd	29.50 pd
45			(fares)	16.55 pd	17.76 pd
46			(travelling time)	10.96 pd	11.76 pd
47	1279	8.4.7	Distance work - transporting tools	26.55 pd	28.49 pd
48	1279	8.4.8.1	Distance work - per day	82.27 pd	88.28 pd
49	1279	8.4.8.2	Distance work - per week	576.00 pw	618.05 pw
50	1279	8.5.1	Loss of tools	2049.10	2198.68

Method of Adjustment**Wages - fortnightly rates**

Fortnightly wage rates are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount.

Allowances

Wage related allowances (such as a first aid allowance) are increased by 4.0 per cent.

Fortnightly and weekly allowances are rounded to the nearest 10 cents, with figures less than 5 cents going to the lower amount, and figures 5 cents or more going to the higher amount. Daily, hourly and per shift allowances are rounded to the nearest cent.

Expense related allowances (such as meal and travelling allowances) are in accordance with the Crown Employees (Skilled Trades) Award (Award code 256).

R. DELGODA, *Acting Industrial Registrar*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

R. DELGODA, Acting, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9749	20 October 2023	1 July 2023	395	589

AWARD

Clause No. Subject Matter

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SCHEDULES

SCHEDULE A

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2022.

3. Dictionary

- 3.1 "Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Union" means the United Workers' Union, New South Wales Branch.
- 3.3 "Casual Employee" means any employee engaged as such who is not an officer or temporary employee.
- 3.4 "Employee" means a person employed in any capacity under the provisions of the Act as Household Staff.
- 3.5 "Department" means the Department of Education, as specified in Schedule 1 of the Act.
- 3.6 "Household Staff" means and includes all employees employed in a residential agricultural high school as:

"Household Staff Grade 1" and occupies a position of Kitchen Hand or Useful, Cleaner, Room Attendant, Dining Room Attendant, Laundry Attendant, Stores Steward;

"Household Staff Grade 2" and occupies a position of Butcher (casual), Cook (unqualified);

"Household Staff Grade 3" and occupies a position of Laundry Supervisor, Cook (qualified), Dining Room Supervisor, Housekeeper/Cleaning Supervisor;

"Household Staff Grade 4" and occupies a position of First Cook (qualified);

"Household Staff Grade 5" and occupies a position of Catering Supervisor.

- 3.7 "Normal Work" means the duties and responsibilities relevant to the statement of duties or position description of an employee or employees.
- 3.8 "Principal" means a teacher appointed as such to be responsible for the management, organisation, supervision and efficiency of a residential agricultural high school and all departments within that school or his or her nominee.
- 3.9 "Regulation" means the Government Sector Employment Regulation 2014.
- 3.10 "Residential Agricultural High School" means Farrer Memorial Agricultural High School, Hurlstone Agricultural High School or Yanco Agricultural High School or any other school classified as such by the Secretary.
- 3.11 "Wage Rates" means the ordinary time rate of pay for the employee's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as wages.

4. Area, Incidence and Duration

- 4.1 This award covers all household staff, employed under the Act in a Residential Agricultural High School in the following classifications:
- Household Staff Grade 1
 - Household Staff Grade 2
 - Household Staff Grade 3
 - Household Staff Grade 4
 - Household Staff Grade 5
- 4.2 This Award rescinds and replaces the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2021 published 24 December 2021 (391 I.G. 291) and all variations thereof.
- 4.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

5. Classification Structure

- 5.1 Household Staff - Grade 1

Household staff Grade 1 means a person employed in the following classifications: Kitchenhand, Useful, Cleaner, Dining Room Attendant, Laundry Attendant, Stores Steward.

A Grade 1 position is one where the employee:

undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and

works under direct supervision, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing, a Grade 1 employee may be required to perform the following indicative duties:

- non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;
- completion of basic stock control documentation such as requisition and ordering of goods;
- general cleaning of dormitories, dining areas or other public areas of the boarding school;
- purchasing and stock control duties, including receipt, ordering and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers;
- general room attendant duties in boarding houses; and
- repairs to linen or clothing.

5.2 Household Staff - Grade 2

Household staff Grade 2 means a person employed in the following classifications: Butcher (casual), Cook (unqualified).

A Grade 2 position is one where the employee:

- undertakes duties which involve some initiative and decision making to a level of training held by the individual; and
- has responsibility for the quality of their own work subject to routine supervision.

Without limiting the foregoing, a Grade 2 employee may be required to perform the following indicative duties:

- basic cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;
- butchering and preparation of the various cuts of mutton, beef and pork, as required by the daily menus; and
- clean and conduct routine maintenance of equipment, e.g. band saw, mincer, hand saw, knives, in compliance with occupational health and safety requirements and ensure that all work processes comply with the legislative requirements set by the NSW Food Authority.

5.3 Household Staff - Grade 3

Household staff Grade 3 means a person employed in the following classifications: Laundry Supervisor, Dining Room Supervisor, Housekeeper/Cleaning Supervisor, Cook (qualified).

A Grade 3 position is one where the employee:

- works under minimal supervision to a level of training held by the individual;
- plans their own and other work schedules as approved by the employer;
- assists in the training and supervision of employees at lower levels; and
- is competent in technical areas as required for the position.

Without limiting the foregoing, a Grade 3 employee may be required to perform the following indicative duties:

general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

supervise persons in the delivery of goods or items to students from the dining room;

is responsible for the supervision and control of domestic staff and who may be required to perform the duties of domestic staff; and

manages all facets of the boarding school's cleaning services including the preparation of duty rosters and supervision of staff to ensure the provision of an efficient cleaning and laundry service.

5.4 Household Staff - Grade 4

Household staff Grade 4 means a person employed in the classification of First Cook (qualified). A Grade 4 position is one where the employee:

receives limited instructions regarding work assignments and usually works without supervision;

is regularly required to exercise independent initiative and judgement;

directly supervises a small group of employees in a section of the school;

would be expected to have completed an apprenticeship or have passed the appropriate trade test in cookery, baking or pastry cooking and have completed appropriate additional training and who is engaged in supervising other trade-qualified cooks; or

would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by Department of Education sponsored programs, relevant trade qualification and/or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Department.

Without limiting the foregoing, a Grade 4 employee may be required to perform the following indicative duties:

cooking duties including a la carte cooking, baking, pastry cooking or butchery and the supervision of the operation;

oversee proper preparation of ingredients by kitchen staff in time for cooking and maintain detailed account of daily menus in Chef's Register;

conduct daily routine maintenance and cleaning of kitchen equipment and facilities; and

conduct routine maintenance and thorough cleaning of kitchen equipment and facilities during school vacation breaks.

5.5 Household Staff - Grade 5

Household staff Grade 5 means a person employed in the classification of Catering Supervisor.

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the employer's business;

has responsibility for employees in one or more sections of the school; and

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the tasks required by the Department for this grade, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Department to be equivalent to the required post-secondary training.

Without limiting the foregoing, a Grade 5 employee may be required to perform the following indicative duties:

menu planning and preparation of duty rosters; and supervision of staff to ensure provision of efficient catering service; and

supervision, training and co-ordination of staff, responsibility for their efficient allocation and control, in one or more sections of the school.

6. Training and Development

- 6.1 The principal will review, on annual basis, training and development opportunities for household staff.
- 6.2 Training and development will be based on:
 - 6.2.1 current and future job needs and career path planning; and
 - 6.2.2 recognition of each employee's previous learning and building on this through the gaining of new skills/competencies.
- 6.3 Attendance of household staff at approved training and development activities during the hours of 6.00 am to 8.00 pm is to be regarded as being on duty.
- 6.4 Approved training and development activities will be conducted, wherever possible, between the hours of 6.00 am to 8.00 pm.
- 6.5 Any actual necessary expenses relating to travel, meals and accommodation incurred in attending approved training and development activities will be reimbursed by the Department.

7. Multi-Skilling

- 7.1 Taking into account an employee's experience and training, a principal may require an employee to perform any of the duties appropriate to their classification or of a lower classification without any reduction in pay.

8. Performance Management Scheme

- 8.1 Objectives -
 - 8.1.1 Develop and improve the quality of employee performance.
 - 8.1.2 Focus work on the objectives of the Department's strategic plan and the school's plan.
 - 8.1.3 Provide performance related guidance and feedback on performance and achievements of objectives.
 - 8.1.4 Provide opportunities for employees to provide input into school planning.
 - 8.1.5 Support employee's career development needs.

8.2 Principles -

8.2.1 The work of employees is centred on providing support to schools as identified in the school's plan.

8.2.2 Performance Management:

- (i) Focuses on the achievement of agreed objectives based on the Department's strategic plan and the school's plan;
- (ii) Focuses on recognition of employee performance and development of skills;
- (iii) Provides feedback which enables employees to improve the quality of their work;
- (iv) Is a continuous and systematic process with clearly stated purposes;
- (v) Provides for review and reassessment of the roles and responsibilities of employees within the context of changes in the school's plan; and
- (vi) Includes regular progress review meetings and an annual performance meeting between the employee and supervisor to provide feedback on performance and achievements and to identify training and development needs.

8.3 Process -

8.3.1 The employee and supervisor will use negotiated processes to decide upon:

- (i) The work objectives of the individual employee consistent with the priorities identified in the school's plan;
- (ii) The frequency of regular progress meetings using as a base a minimum of four meetings per year; and
- (iii) Procedures for documenting and reporting on achievement, and providing feedback on achievement.

8.4 Documentation -

8.4.1 Documentation should be kept to a minimum and should satisfy all parties that a process has taken place and has been evaluated. Documentation should remain confidential to the participants.

8.4.2 Regular progress review meetings do not require documentation unless agreed to by the employee and the supervisor.

8.4.3 The annual performance meeting provides an overall evaluation for the review period in which the supervisor, in consultation with the employee will write an annual report summarising:

- (i) Performance and achievements during the year.
- (ii) Training and development plans for the ensuing year.
- (iii) Work objectives for the ensuing year.

9. Wages

9.1 Subject to the provisions of the Act, and the regulations thereunder, the wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates, shall be paid to full time employees appointed to the positions specified.

- 9.2 The maximum rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay of the classification in which the employee is engaged for the actual number of hours worked.
- 9.3 The hourly equivalent for the purpose of subclause 9.2 shall be:
- 9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or
- 9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.
- 9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:
- 9.4.1 a loading of 33 1/3% for casual work Monday to Friday;
- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2021 or any variations to or successor instruments to the said award.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 6, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2022 or any variation to or successor instruments to the said award shall apply.

11. Higher Duties

- 11.1 Provisions related to higher duties and acting allowances are prescribed in the Regulation.
- 11.2 Payment of higher duties is not to be made to another employee for undertaking some or all of the duties of an employee who is absent on a rostered day off.

12. Broken Shift Allowance

- 12.1 The additional payment prescribed by this clause shall not apply to time worked on Saturday and Sunday where allowances are payable in terms of clause 14, Work Performed on Weekends, or in the computation of overtime rates.
- 12.2 Employees who are required to work a broken shift shall be paid an amount as set out in Schedule A, Table 2 - Allowances, as a broken shift allowance.

13. Hours of Work

- 13.1 Subject to paragraph 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:
- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- 13.1.2 the actual ordinary hours worked by a full time employee in any week may, by written agreement between the principal and the employee, be averaged over a period of four weeks between the hours of 6.00 am and 8.00 pm provided that:
- (i) the total ordinary hours worked in the four week period must not exceed 152 hours;
 - (ii) full time employees are required to be on duty for a minimum of three hours on any one rostered day.
- 13.1.3 the ordinary hours as specified in subclause 13.1 of this clause shall be arranged so that the hours worked on each day shall include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked). The proportion shall accumulate to allow the employee to take one rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve days per annum.
- 13.1.4 where the day off provided under paragraph 13.1.3 of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- 13.1.5 by agreement of the principal rostered days off may accumulate and may be scheduled during the appropriate vacation periods to suit the needs of the employer. Such accumulation is not to exceed five days. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and principal throughout the year.
- 13.1.6 an employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements in respect of the rostered day off.
- 13.1.7 each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 13.1.8 accrued rostered days off, where taken, shall be regarded as days worked for accrual purposes in the particular twenty day shift cycle.
- 13.1.9 time towards a rostered day off shall not accrue whilst an employee is on the first four weeks of recreation leave accrued each year.
- 13.1.10 where an employee is absent on extended leave and/or worker's compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or worker's compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- 13.1.11 employees on an ordinary weekly or fortnightly roster shall be granted two days off duty each week.

- 13.1.12 shift rosters may be changed on seven days' notice or at any time by mutual consent, or in exceptional circumstances on twelve hours' notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- 13.2 Part time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the principal and the employee, to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- 13.3 Casual employees shall not be eligible to accumulate time in accordance with the provisions of this award for the benefit of the 38 hour week, 19 day month.
- 13.4 The starting and finishing times of employees shall be as determined by the principal to suit the needs of the school following consultation with the employees.
- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

14. Work Performed on Weekends

- 14.1 Time worked on Saturdays and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday - time and one half;

Sunday - time and three quarters;

provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

15. Public Holidays

- 15.1 Provisions relating to public holidays are prescribed in the Regulation.
- 15.2 Where an employee is required to and does work on a public holiday, the employee shall be paid double time and a half for time worked. Such payment shall be in lieu of any other penalty rates that would have been payable had the day not been a public holiday.
- 15.3 Where a public holiday falls on an employee's normal rostered day off and the employee is not required to work on that day, the employee shall be paid one day's pay for the public holiday or have one day added to their annual holidays for each such day. Provided that this provision shall not apply to an employee who is regularly rostered to work Monday to Friday and the public holiday falls on a Saturday or Sunday.

16. Overtime

- 16.1 The principal may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement, provided that an employee shall have ten hours off duty between the termination of work on one day and the commencement of ordinary work on the next day.
- 16.2 Subject to subclause 16.1, the principal may require an employee to work reasonable overtime at overtime rates.
- 16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- 16.4 For the purposes of subclause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to an employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if given) by the principal of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 16.5 Subject to the provisions of clause 13 of this award, overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all time worked:
- 16.5.1 in excess of the daily rostered hours on any one day (inclusive of time worked for accrual purposes in accord with the provisions for a 38 hour week, 19 day month); or
- 16.5.2 in excess of 38 hours per week where a weekly roster is observed; or
- 16.5.3 in excess of 76 hours per fortnight where a fortnightly roster is observed; or
- 16.5.4 in excess of 152 hours per four week period where a four week roster is observed; or
- 16.5.5 on normal rostered days off; or
- 16.5.6 in excess of the maximum spread of hours (inclusive of the time worked for accrual purposes in accordance with the provisions of a 38 hour week, 19 day month).
- 16.6 Provided that overtime worked on Sundays shall be paid for at the rate of double time and where an employee is brought in to work overtime on a Sunday which is the employee's rostered day off, the employee shall be paid for such overtime with a minimum payment of four hours at that rate and provided that overtime worked on a public holiday shall be paid at the rate of double time and one half.
- 16.7 An employee required to work overtime of two hours or more without being notified on the previous day or earlier shall be supplied with a meal by the employer.
- 16.8 In computing overtime each day's work shall stand alone.
- 16.9 For the purpose of calculating overtime payments, the hourly rate of pay shall be determined by dividing the weekly rate of pay by 38.
- 16.10 An employee who works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- 16.11 The following provisions shall apply to the leave in lieu:
- 16.11.1 the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
 - 16.11.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - 16.11.3 the leave must be taken at the convenience of the school, except when leave in lieu is being taken to look after a sick family member in terms of paragraph 20.1.1 of this award;

- 16.11.4 the leave shall be taken in multiples of a quarter day;
- 16.11.5 leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the school and taken by the employee within three months of accrual unless alternate local arrangement have been made;
- 16.11.6 at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave and may be taken in conjunction with annual leave; and
- 16.11.7 an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

17. Leave

17.1 General -

- 17.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.

17.2 Stand Down -

- 17.2.1 When schools are in recess and it is necessary to stand down staff, employees employed in such schools shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the school term immediately preceding and for the school term immediately following the period of recess.

17.3 Additional Leave -

- 17.3.1 Employees who are regularly rostered to perform duty on Sundays and public holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sundays and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

17.4 Sick Leave -

- 17.4.1 Sick leave shall be granted in accordance with the Regulation.
- 17.4.2 No employee shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.
- 17.4.3 In accordance with existing provisions, the employer will exercise the right to call for proof of illness.

17.5 Annual Leave Loading -

- 17.5.1 An employee, other than a casual employee, is entitled to payment of an annual leave loading of 17.5% on the monetary value of up to four weeks recreation leave accrued in a leave year provided that:

- (i) where additional leave is accrued by an employee as compensation for work performed regularly on Sundays or public holidays, the annual leave loading shall be calculated on five weeks; and
- (ii) shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates which they would have received had they not been on recreation leave; or
 - (b) 17.5% annual leave loading.

18. Family and Community Service Leave

- 18.1 The Secretary shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 18.2 of this clause. The Secretary may also grant leave for the purposes in subclause 18.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 18.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 18.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 18.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 18.2.3 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;
 - 18.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 18.2.5 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.
- 18.3 Family and community service leave may also be granted for:
- 18.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 18.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 18.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 20.1.3 of clause 20, Personal/Carer's Leave, of this award.
- 18.5 Family and community service leave shall accrue as follows:
- 18.5.1 two and a half days in the staff members first year of service;
 - 18.5.2 two and a half days in the staff members second year of service; and

18.5.3 one day per year thereafter.

- 18.6 If available family and community service leave is exhausted as a result of natural disasters, the Secretary shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.7 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 20, Personal/Carer's Leave, of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 18.8 The Secretary may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

19. Bereavement Leave

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in paragraph 20.1.3 below.
- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.
- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in paragraph 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 19.8 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Personal/Carer's Leave

20.1 Use of Sick Leave Entitlements

20.1.1 When family and community service leave is exhausted, an employee, other than a casual employee, with responsibilities in relation to a category of person set out in paragraph 20.1.3 of this clause who needs the employee's care and support, shall be entitled to use, available paid sick leave, subject to the conditions specified in this clause, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by 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.

20.1.3 The entitlement to use sick leave in accordance with this clause 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 step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of 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;
 - (e) or a relative of the employee who is a member of the same household, where for the purposes of this definition:
 - 1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - 2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.

20.1.4 An employee shall, wherever practicable, give the principal notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the principal by telephone of such absence at the first opportunity on the day of absence.

20.1.5 Subject to the evidentiary and notice requirements in 20.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

20.2 Use of Unpaid Leave for Family Purposes

20.2.1 An employee may elect, with the consent of the principal, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph 20.1.3 above who is ill.

20.3 Use of Annual Leave -

20.3.1 An employee may elect with the consent of the principal, subject to the *Annual Holidays Act 1944* to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in paragraph 20.1.3 of clause 20, Personal/Carer's Leave, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.3.2 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

20.3.3 Access to annual leave, as prescribed in paragraph 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.4 An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Use of Time Off in Lieu of Payment for Overtime -

20.4.1 An employee may elect, with the consent of the principal, to take time off in lieu of payment for overtime at a time or times agreed with the principal within twelve months of the said election.

20.4.2 If having elected to take time as leave in accordance with paragraph 20.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

20.4.3 Where no election is made in accordance with paragraph 20.4.1, the employee shall be paid overtime rates in accordance with clause 16 of this award.

20.5 Use of Make-up Time

20.5.1 An employee may elect, with the consent of the principal, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the principal, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

20.6 Use of Rostered Days Off

20.6.1 An employee may elect, with the consent of the principal, to take a rostered day off at any time.

20.6.2 An employee may elect, with the consent of the principal, to take rostered days off in part day amounts.

20.6.3 An employee may elect, with the consent of the principal, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the principal and employee, or subject to reasonable notice by the employee or the principal.

20.6.4 This subclause is subject to the Secretary informing the Union of any intention to introduce an enterprise system of rostered day off flexibility and providing a reasonable opportunity for the Union to participate in negotiations.

21. Parental Leave

21.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.

21.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

the employee or employee's spouse is pregnant; or

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

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

21.3 Right to Request

21.3.1 An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

21.3.3 The employee's request and the employer's decision made under 21.3.1(ii) and 21.3.1(iii) must be recorded in writing.

21.3.4 Where an employee wishes to make a request under 21.3.1(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

21.4 Communication During Parental Leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

21.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken,

whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

21.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 21.4.1.

22. Anti-Discrimination

22.1 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.

22.2 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.

22.3 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.

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

22.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age;

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

22.4.3 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

22.5 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.

23. Flexible Work Organisation

23.1 In order to improve services to students or to improve employee's working arrangements, the following process provides for the principal and employees of a school to vary the school's organisation in the following manner:

23.1.1 The principal or employees may propose a variation to existing organisational/working arrangements.

23.1.2 The proposal must be capable of being implemented within the school's overall current staffing entitlement.

23.1.3 The proposal must be agreed to by the principal and the majority of employees.

23.1.4 Consultation, where appropriate, must also take place with teaching staff, parents, students and relevant community groups.

24. Secure Employment

24.1 Work Health and Safety

24.1.1 For the purposes of this subclause, the following definitions shall 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 shall 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 (a) 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 shall 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.

25. Deduction of Union Membership Fees

- 25.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 25.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 25.3 Subject to (25.1) and (25.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

- 25.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 25.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 25.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

26. Dispute and Grievance Resolution Procedures

- 26.1 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 shall apply:
- 26.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or the Union's workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 26.1.2 An employee may request to be represented by a Union representative.
- 26.1.3 The principal/supervisor will discuss the matter with the employee and/or 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.
- 26.1.4 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 Union 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.
- 26.1.5 Where the procedures in paragraph 26.1.4 do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy-Secretary, Corporate Services Department and the Secretary of the Union. 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.
- 26.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 Whilst the above procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties. In the case of a dispute involving occupational health and safety normal work shall proceed in such a manner to avoid any risk to an employee of the Department or member of the public. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

27. No Extra Claims

- 27.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

SCHEDULE A**MONETARY RATES**

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner	874.90	909.90
Room Attendant	874.90	909.90
Dining Room Attendant	874.90	909.90
Laundry Attendant	874.90	909.90
Stores Steward	874.90	909.90
Household Staff Grade 2		
Butcher (casual)	884.70	920.10
Cook (unqualified)	884.70	920.10
Household Staff Grade 3		
Laundry Supervisor	911.40	947.90
Cook (qualified)	911.40	947.90
Dining Room Supervisor	911.40	947.90
Housekeeper/Cleaning Supervisor	911.40	947.90
Household Staff Grade 4		
First Cook (qualified)	958.70	997.00
Household Staff Grade 5		
Catering Supervisor	1001.50	1041.60

Table 2 - Allowances

	Weekly Rate effective from the first full pay period on or after 1.7.22 (2.53%) \$	Weekly Rate effective from the first full pay period on or after 1.7.23 (4%) \$
Clause 12.2 Broken Shift Allowance	13.19	13.72

R. DELGODA, *Acting Industrial Registrar*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES CONSERVATION FIELD STAFF OFFICERS,
(DEPARTMENT OF INDUSTRY, SKILLS, AND REGIONAL
DEVELOPMENT AND NSW OFFICE OF ENVIRONMENT AND
HERITAGE) REVIEWED AWARD 2022**

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

R. DELGODA, *Acting Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9756	27 October 2023	1 July 2023	395	616

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PART A**1. Title of Award**

This Award, made pursuant to Part 1, Division 1, clause 10 of the *Industrial Relations Act 1996*, shall be known as the Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2022.

2. Area, Incidence and Duration

- 2.1 The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Government Sector Employment Rules 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2022) Award*; or any Awards varying or replacing these Awards.
- 2.2 This Award rescinds and replaces the *Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2021* published 24 December 2021 (391 I.G. 264) and all variations thereof.
- 2.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

3. Definitions

- (i) "Act" means the *Government Sector Employment Act 2013*.
- (ii) "Appropriate Secretary" means - the Secretary of the Department of Industry, Skills and Regional Development or the Chief Executive of the New South Wales Office of Environment and Heritage.
- (iii) "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.
- (iv) "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).
- (v) "Casual employee" means an employee engaged for a limited duration and paid on an hourly basis who receives a casual loading in lieu of all paid leave entitlements, including payment for public holidays.
- (vi) "Conservation Field Officer" means an employee of the Department or the Office as defined in subclause (xviii), engaged before the making of this Award in one of the classifications of:

Mechanical Tradesperson

Fitter

Electrician

Plant Electrician

Painter
Carpenter
Plumber
Welder
Plant Operator
Crane Operator
Tractor Operator
Transport Driver
Labourer
Machineman
Driller
Cableway Operator
Dogman
Bore Gaugers Assistant
Construction Worker (General)
Rigger
Driller
Drill Operator
Pegman
Ganger
Surveyors Field Hand
Farm Assistant
Sand Drift Worker
Nursery Horticulturalist
Cleaner
Security Officer
General Service Officer
Canteen Worker
Earthmoving Operator

or who after the date of operation of this Award were assigned to a role as Conservation Field Officers but does not include any person who resigned or was terminated prior to that date.

- (vii) "Employee" means and includes all persons employed on an ongoing full time, ongoing part time, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* who are assigned to a role classified under this Award in the Department or the Office.
- (viii) "Employer" means the Secretary of the Premier's Department established under the *Government Sector Employment Act 2013*.
- (ix) "Industrial Relations Secretary" means the Secretary of the Premier's Department, as established under the *Government Sector Employment Act 2013*.
- (x) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 12, Leave.
- (xi) "Ongoing full-time employee" means an employee assigned to role on an ongoing full-time basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- (xii) "Ongoing Part-time employee" means an employee, subject to the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*, who is engaged for less than 38 hours per week and who receives the same range of entitlements as an ongoing full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Ongoing Part-time employees do not receive a casual loading.
- (xiii) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- (xiv) "Regulation" means the *Government Sector Regulation 2014*.
- (xv) "Role" means a role assigned to an employee under the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- (xvi) "Rules" means the *Government Sector Employment Rules 2014*.
- (xvii) "SBU" means the Single Bargaining Unit which is comprised of the parties to this Award as agreed by those parties.
- (xviii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (xix) "The Department or the Office" means the Department of Industry, Skills and Regional Development or the New South Wales Office of Environment and Heritage.
- (xx) "Union" means one or all of the union parties to the Award listed in subclause 4(i) to (vii) below, as appropriate.

4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch.

- (iii) Electrical Trades Union of Australia, New South Wales Branch.
- (iv) Construction, Forestry, Mining and Energy Union (New South Wales Branch).
- (v) United Workers' Union, New South Wales Branch.
- (vi) The New South Wales Plumbers and Gasfitters Employees' Union.
- (vii) Transport Workers' Union of New South Wales, and
- (viii) The Industrial Relations Secretary.

covering all Conservation Field Officers as defined in subclause 3(vi) assigned to a role in the Department or the Office.

5. Supersession

The terms and conditions of this Award replace the terms and conditions of the:

Surveyors Field Hands (State) Award (now rescinded)

Gangers (State) Award (now rescinded)

General Construction and Maintenance, Civil and Mechanical, Engineering, etc. (State) Award (now rescinded), with the exception that clause 25, Compensation for Travel Patterns, etc., will continue to apply where appropriate.

Plant Operators on Construction (PWD, etc.) Award (now rescinded)

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Trades) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995 and all variations thereto, in so far as they apply to employees within the Department or the Office.

6. Objectives of Award

- (i) The parties acknowledge that the Award is directed towards high quality and efficient services to the community and to the Department's and the Office's customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of the Department and the Office.

These objectives will be achieved through:

- (a) The review of current work practices to ensure that they are customer-focused and maximise the efficient and effective use of resources.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the management of the Department or the Office and its Conservation Field Officers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.

- (d) The review of current work patterns leading to more flexible working arrangements which better meet employee and customer needs.
- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed under clause 8.

7. Contract of Employment

7.1 Weekly Employment

- (i) Ongoing Full-time and Ongoing Part-Time employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the appropriate Secretary providing one week's notice in writing or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that, in the case of misconduct, an employee's engagement may be terminated without notice.
- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

7.2 Pay Period

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

7.3 Payment Method

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account, except in cases where this is not possible, in which case payment will be made by cheque.

7.4 Pay Advice

Before or at the time of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with section 123 of the *Industrial Relations Act 1996*.

7.5 Payment on Termination

When an employee is terminated by the Department or the Office, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

8. Classifications and Rates of Pay

8.1 Rates of Pay

- (i) The minimum weekly rates for ongoing full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the Crown Employees Wages Staff (Rates of Pay) Award 2020, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

8.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 11:

- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime; provided that casual employees will be paid for a minimum of 4 hours for each engagement.

8.3 Rates of Pay for Part-time Employees

Ongoing part-time employees will be paid a weekly rate determined by the following formula:

$$\text{applicable rate ongoing for full-time employee at } \times \frac{\text{(weekly hours of the ongoing part-time employee)}}{38}$$

at the same classification level

8.4 Classification of Employees

The classification of an employee will be determined by demonstrating the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description and the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

8.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise capabilities and competencies achieved and used;
- (ii) group all employees covered by this Award into one of several (excluding trainees/apprenticeship) levels;
- (iii) allow for career progression based on acquisition and use of capabilities and competencies as defined in subclause 8.4.

8.6 Supervision

Where an employee is required to supervise the work of other employees, they shall be paid the appropriate allowance according to Schedule 3. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level.

8.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading, subject to the provisions of the Act, Regulation and Rules and based on capabilities and competency acquisition and use. Subject to subclause 8.8, notification of the results of the review by the subcommittee to the appropriate employee salaries section will be sufficient to regrade the role and the employee assigned to the role.

8.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 18.

8.9 Above Level Assignments

When Conservation Field Officers are required to perform above level assignments, they shall be paid the appropriate above level assignment allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014 with the additional provision that it be paid after one day.

9. Hours of Work

9.1 Ordinary Hours of Work

Subject to subclauses 9.2 and 9.3:

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award, shall be 8 hours per day worked over 57 days of each 12-week cycle.
- (ii) The standard span of hours will be between 6.00 a.m. and 6.00 p.m. on each working day Monday to Friday.

9.2 Variation of Ordinary Hours of Work

- (i) The standard span of hours may be varied by mutual agreement between the Department or the Office and the majority of affected employees in a particular group, region, district or section to suit operational needs.
- (ii) Ordinary hours of work may extend up to 10 hours on any one day.

9.3 Part-time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996*, provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and the Department or the Office and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Department or the Office will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 18. The Union will not unreasonably object to an agreement under this subclause.

10. Overtime

10.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 501 hours per settlement period; and/or
- (b) outside the span of hours, as established for each employee under clause 10.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 13.3).

10.2 Employees to Work Reasonable Overtime

- (i) Subject to paragraph 11.2(ii), the appropriate Secretary may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study commitments;
- (c) the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the appropriate Secretary of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

10.3 Overtime Rates

Overtime will be paid for at the rate of time and a half for the first 2 hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime; provided that double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

10.4 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
 - (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- shall be paid for no less than 4 hours' work, at the appropriate rate.

10.5 Break from Duty

Following completion of overtime, an employee shall either:

- (i) be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel; or
- (ii) if required to resume or continue working without having had an unpaid break of 10 consecutive hours, excluding travel, be paid at the rate of double time until such a break is given.

Provided that, if the provision of an unpaid break under this subclause results in an employee performing less than 38 ordinary hours of duty in a week (paid at either ordinary or any other loaded rate), then any shortfall shall be paid at ordinary rates.

10.6 Meal Breaks

- (i) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 p.m., shall be paid overtime rates for all time worked between 1.00 p.m. and the time when they do receive a meal break of no less than 30 minutes.
- (ii) Employees working overtime will be entitled to a paid meal break of 30 minutes:
 - (a) after working 2 hours' overtime following the completion of a full period of ordinary time, where more than 2 hours' overtime is required;
 - (b) after working every 4 hours' overtime without a meal break; and
 - (c) where overtime on a Saturday, Sunday or public holiday continues after 12.00 noon, the break will occur between 12 noon and 1.00 p.m.

10.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 10.6(ii) at the rates specified in Schedule 3.

For the purposes of this subclause, sufficient notice will be 12 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

11. Rostered Days Off

11.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 57 days in each 84-day cycle, Monday to Friday, with 3 days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 57 days in a complete 84-day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

11.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that the Department' or the Office's operational needs are met having regard to seasonal, climatic and workload factors.
- (ii) With a minimum of 12 hours' notice to affected employees and without penalty to the Department or the Office, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

11.3 Accumulating RDOs

- (i) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and the Department or the Office prior to the end of February in each calendar year.
- (ii) Employees may take their accumulated RDOs by agreement with the appropriate manager:
 - (a) consecutively to a maximum of 10 days; or

- (b) by working 9-day fortnights; or
- (c) by a combination of these 2 methods.

Employees may agree with their manager to defer taking some of their accumulated RDOs, provided that RDOs are not forfeited and provided that no more than 10 RDOs are accumulated at any one time.

- (iii) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

12. Leave

12.1 General Provisions

The Department and the Office shall be bound by the provision of the Uniform Leave Conditions for Ministerial Employees, subject to the amendments and additions specified in this clause.

12.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for employees employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first 3 months of employment will only be paid upon the completion of 3 months' service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days' paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

12.3 Parental Leave

12.3A Parental leave for casual employees

- (i) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (ii) An appropriate Secretary must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

12.3B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the appropriate Secretary shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the role the employee was assigned to before commencing 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 role the employee was assigned to before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the appropriate Secretary about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the appropriate Secretary of changes of address or other contact details which might affect the appropriate Secretary's capacity to comply with subparagraph 12.3B(ii) above.

12.3C Right to request

- (i) An employee entitled to parental leave may request the appropriate Secretary to allow the employee:
 - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks
 - (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
 - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (ii) The appropriate Secretary shall consider the request having regard to the Department's or the Office'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 organisation's business. Such grounds might include cost, lack of adequate replacement employee, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the appropriate Secretary's decision made under 12.3.C (i)(b) and 12.3.C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 12.3C(i)(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

12.4 Personal/Carer's Leave

12.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 12.2 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and

- (b) the person concerned being:
- (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (3) 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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - I. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - II. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
 - III. "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the appropriate Secretary notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the appropriate Secretary by telephone of such absence at the first opportunity on the day of the absence.

12.4B Use of Annual Leave

An employee may elect with the appropriate Secretary's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

12.4C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the appropriate Secretary, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 12.4A(iii)(b) who is ill.

12.4D Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4A(iii)(b) 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 (iv), and the notice requirements set out in (v).

- (ii) The appropriate Secretary and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement,

the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the appropriate Secretary to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the appropriate 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 casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

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

12.4E Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in 12.4A(iii)(b) of subclause 12.4, Personal/Carers Leave.
- (ii) The appropriate Secretary and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an appropriate Secretary to engage or not engage a casual employee are otherwise not affected.

12.5 Annual Leave

- (i) An employee may elect, with the consent of the appropriate Secretary, to take annual 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.
- (ii) Access to annual leave, as prescribed in paragraph 12.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and the appropriate Secretary may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

12.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the appropriate Secretary, to take time off in lieu of payment for overtime at a time or times agreed with the appropriate Secretary within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph 12.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with paragraph 12.6(i), the employee shall be paid overtime rates in accordance with the Award.

12.7 Make-up Time

An employee may elect, with the consent of the appropriate Secretary, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

12.8 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day,

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

12.9 Union Picnic Day

- (i) The picnic day will be held during the Christmas - New Year period.
- (ii) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for 8 hours' work at the rates of pay prescribed in this Agreement.

12.10 Recreation Leave Management

- (i) At least 2 consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (ii) When an employee has achieved an accrual of 30 days' recreation leave (maximum accrual without review is 40 days), their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of the Department or the Office and the needs of the individual.

13. Allowances to Reimburse Expenses

13.1 Reimbursement of Meal Allowances - No Overnight Stay

Expenses incurred by employees when they are directed to travel on official business, including outside their normal working hours, without having to remain away from home base overnight and where meals are not provided by the Department or the Office, will be reimbursed to the level specified under this subclause. This entitlement to reimbursement is in lieu of any allowances which may otherwise apply

under subclause 10.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

13.2 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) Where the employee is required to stay overnight and accommodation is not provided by the Department or the Office, the employee will be paid the actual cost of living expenses upon production of receipts plus the incidental expenses allowance as per Schedule 3.
- (ii) Where the employee is required to stay overnight and accommodation is provided by the Department or the Office, the employee will be paid the appropriate daily meal allowance plus the incidental expenses allowance as per Schedule 3.

13.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 8. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

13.4 Camping Expenses

- (i) The Department or the Office may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.
- (ii) Where the employee is required to camp and camping facilities are not provided by the Department or the Office in accordance with paragraph 13.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

14. Inclement Weather

Definition

For the purposes of this clause, "inclement weather" means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

14.1 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions, provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the employees affected and consistent with sound occupational health and safety principles:

15. First-Aid and Health and Safety Issues

- (i) Where practicable, no less than one of the employees in each work group shall have a recognised qualification in First-Aid.
- (ii) A standard first-aid kit shall be provided and maintained by the Department or the Office on all worksites to which this Agreement applies.
- (iii) In the event of any serious accident, happening or serious sickness occurring to any employee whilst at work, in the camp or going to or from the camp, the Department or the Office shall provide transport facilities to the nearest hospital or doctor at its expense.

- (iv) Any employee who is appropriately qualified and is approved by the appropriate Secretary to perform first-aid duty to any work group shall be paid a first-aid allowance in accordance with Schedule 3.

16. Work Apparel

The Department or the Office will issue, free of cost to employees, the following work apparel:

Item	Number
Trousers	4
Shirt (long/short sleeves)	4 (any combination)
Wool jumper	1
Jacket	1

One pair of overalls may be substituted for any pants/shirt combination.

2 sweat shirts may be substituted for the woollen jumper.

When requested by Workshop employees, up to 2 pairs of shorts may be substituted for up to 2 pairs of (long) trousers (to be worn under overalls)

Work apparel will be replaced on a fair-wear-and-tear, new-for-old-exchange basis.

It is a condition of employment that employees must wear the work apparel that is issued to them by the Department or the Office whilst on duty.

Employees will be responsible for the cost of laundering and maintenance of work apparel issue to them.

17. Tools and Protective Clothing

- (i) All tools required by employees shall be provided free of charge by the Department or the Office.
- (ii) The Department or the Office shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the *Work Health and Safety Act 2011* and Regulations as amended, e.g. hats, eye protection, overalls, etc.
- (iii) Protective equipment and clothing remains the property of the Department or the Office and, on resignation, retirement or dismissal, will be returned to the Department or the Office, if requested.
- (iv) An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

18. Settlement of Disputes

In accordance with the provisions of section 14 of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes:

- (i) Reasonable time limits as defined in subclause 3(iii) must be allowed for discussion at each level of authority.
- (ii) The employee, employees or their representatives are required to notify the Department or the Office (the supervisor in the first instance) (in writing or otherwise) as to the substance of the grievance/dispute, requesting a meeting with the Department or the Office (Supervisor) for initial discussions and stating the remedy sought.
- (iii) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Department's, the Office or the employee's Director, Industrial Relations or other nominated employee who may arrange for the matter to be discussed with the Union or Unions concerned.

- (iv) Failing settlement of the issue at this level, the matter should be referred to senior management. If the matter remains unresolved and if appropriate, the assistance of the appropriate Secretary may be requested.
- (v) If the matter remains unsolved, it should be referred to the Industrial Relations Commission of NSW under section 130 of the *Industrial Relations Act 1996*.
- (vi) Whilst these procedures are continuing, no stoppage of work or any form of limitation of work (excepting safety-related issues) shall be applied.

19. Anti-Discrimination

- 19.1 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.
- 19.2 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.
- 19.3 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.
- 19.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) The Department or the Office and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

20. Counselling and Discipline

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 7.1.

20.1 Early Intervention and Informal Counselling

- (i) Poor performance should be dealt with as performance difficulties are identified. For example:

- (a) agreed goals and targets are not achieved within a reasonable or agreed time;
 - (b) agreed tasks are not performed; or
 - (c) identified skills required are not demonstrated.
- (ii) Informal counselling by the manager/supervisor of the employee should only occur under the following conditions:
- (a) The employee is given reasonable notice of the proposed informal counselling session and the purpose of the session.
 - (b) The manager/supervisor should confine the counselling session to work performance, informing the employee of identified deficiencies in their performance by reference to the employee's work plan. The employee should be given the opportunity to respond to this information, which may or may not resolve the problem. If unresolved, the manager/supervisor will verbally, and in writing, confirm the work performance issues requiring improvement, the targets to be achieved, and the timeframe. The employee will also be informed of the next steps to be followed if improvements to work performance are not achieved within the required timeframe.
 - (c) If possible, the outcome of informal counselling should be agreed by the employee and their manager/supervisor. If the employee disagrees with the manager/supervisor's views on their work performance and/or proposals to improve work performance, they are to be informed of their right to use the agency's grievance and dispute resolution procedures.
 - (d) Resolution of the employee's grievance or dispute may result in the following:
 - no further action in regard to the employee's work performance; or
 - implementation of informal counselling outcomes; or
 - formal counselling if the level of poor work performance cannot be effectively managed by informal counselling or the employee refuses to accept informal counselling outcomes; or
 - administrative action if the work performance has been caused by organisational, personal or external factors.
- Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

20.2 Formal Counselling and Development of a Performance Improvement Plan

- (i) Formal counselling would normally be required in situations where:
 - (a) performance is still poor after informal supervisory counselling;
 - (b) the poor performance is beyond the scope of informal supervisory counselling;
 - (c) the poor performance exists at a formal feedback point in the annual cycle of performance assessments; or
 - (d) poor performance exists at the end of a probationary period.
- (ii) A formal counselling session would normally be the responsibility of the employee's line manager and conducted:
 - (a) at a predetermined time and location;

- (b) with the employee having received adequate written notice of the purpose of the session, who will be in attendance, the poor work performance issues to be canvassed, proposed strategies to address poor work performance, consequences of continued poor performance and the purpose of a performance improvement plan;
- (c) in accordance with the agenda. If there is no identified organisational, personal or external factors or deficiencies that can be attributed to the poor work performance, an agreed documented performance improvement plan should be developed by the manager/supervisor and employee;
- (d) with a support person in attendance (such a Union delegate or colleague) if desired by the employee.

The performance improvement plan should include agreed dates for progress reviews and be signed by the manager/supervisor and employee.

The employee's rights in relation to formal grievance and dispute resolution procedures should be maintained which, depending on the outcome, may result in:

- (a) no further action in regard to the employee's work performance; or
 - (b) implementation of formal disciplinary action if the employee has not good cause or reason to accept formal counselling; or
 - (c) alternative administrative action if the poor work performance is the result of organisational, personal or external problems.
- (iii) At the end of a formal counselling session, the employee and their manager/supervisor should be fully aware of the future management of the employee's work performance.
 - (iv) This information should be summarised in the formulation of a performance improvement plan. The performance improvement plan should be signed and a time agreed for the follow-up meeting. A copy should be given to the employee.

20.3 Follow-up Review of the Performance Improvement Plan

- (i) At the agreed date, the supervisor and employee should review the employee's performance and the remedial action taken as a result of the performance improvement plan.
- (ii) Where it is agreed that the performance is satisfactory, this should be documented and future performance should continue to be assessed through the normal feedback cycle of the performance management system. However, consideration should be given to setting an interim date for further counselling to assist the employee if required.
- (iii) If the employee has failed to improve performance at the agreed date, the supervisor should consider further action including:
 - (a) extension of the review period;
 - (b) transfer to another location at an equivalent grade;
 - (c) use of sanctions; and
 - (d) disciplinary action.
- (i) As in the previous counselling session, the principles of maintaining accurate records, informing those involved and allowing adequate preparation time should be followed.

- (ii) Any decision or recommendation made should be conveyed to the employee in writing and include:
 - (a) the decision or recommendation;
 - (b) a summary of the procedure to date and the basis for the decision;
 - (c) the consequence of the decision and, if applicable, the legislative basis under which any further action is being taken; and
 - (d) advice on how to access further information and assistance if required.
 - (i) Where consideration is being given to either extension of the review period, or transfer, the matter should be discussed with the employee and agreement to proceed sought. Otherwise, the agency's grievance and dispute resolution mechanism could be utilised. Failure to agree does not in itself preclude the proposed course of action but should raise serious doubts about the potential for success.

20.4 Use of Sanctions

- (i) If performance remains unsatisfactory after the formulation and review of the performance improvement plan, it may be appropriate to consider the use of sanctions. The use of sanctions is intended to bring about an improvement in the performance of an individual. Sanctions must be related to work performance only. They may include the following:
 - (a) extension of probation period;
 - (b) cancellation of increment;
 - (c) cancellation of flex time; and/or
 - (d) cancellation of access to study leave provisions.
- (ii) Intended or actual use of any sanction must be approved at the appropriate managerial level and documented both in a written statement to the employee and in the revised performance improvement plan.

20.5 Misconduct Action

- (i) Where consideration is being given to disciplinary action, the procedures contained within the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* shall be followed.

21. Contractors' Protocol

Where work is to be carried out by contract, including subcontract, the Department or the Office will:

- (i) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying Award rates, providing Award conditions and complying with other statutory provisions and the Department's or the Office's specified standards, including but not limited to safe working procedures.
- (ii) on being advised or otherwise becoming aware that a contractor or subcontractor is not paying Award rates, providing Award conditions or complying with any other statutory provisions, the Department or the Office will take necessary action to ensure that the situation is rectified. Should the contractor or subcontractor continue to breach the provision, then appropriate action, including termination of contract, will, if appropriate, be implemented.

22. Agreed Procedures for Market Testing and Contracting Out

Where work is presently carried out by the Department's or the Office's wages employees, the parties agree that the Government's policy on Service Competition will be observed.

23. Ongoing Award Review

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Department or the Office and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Department or the Office or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.
- (v) An Award developed by the SBU under subclause 23(iv) will replace this Award on:
 - (a) the date of commencement of such Award; or
 - (b) another date,as agreed between the Department or the Office and Unions.

24. Deduction of Union Membership Fees

- (i) The Union shall provide the appropriate Secretary with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the appropriate Secretary of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department or the Office at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses 24(i) and 24(ii), the Department or the Office shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department or the Office to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the appropriate Secretary and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

25. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay,

allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

PART B

MONETARY RATES

Schedule 1 - Wage Rates

Schedule 1 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Trainee	979.20	1018.40
Grade I	1020.50	1061.30
Grade II	1075.80	1118.80
Grade III	1133.20	1178.50
Grade IV	1164.60	1211.20
Grade V	1230.40	1279.60
Grade VI	1311.50	1364.00
Grade VII	1376.80	1431.90

Schedule 2 - Conservation Field Officers Proposed Tasks/Competency and Grading Alignment

This document outlines the work undertaken by Conservation Field Officers and the appropriate units of competence (competency) that aligns with the roles. The relevant tasks and competencies have been matched to the proposed grading structure.

Work groups have been established to assist all stakeholders to validate the proposed structure. The workgroups are:

Group 1	Farm Operations
Group 2	Water Operations
Group 3	Lands/Park Operations
Group 4	Dam Operations
Group 5	River Operations
Group 6	Fitters Operations
Group 7	Survey Field Operations
Group 8	Building Maintenance Operations
Group 9	Earthmoving Operations

The purpose of this document and format is to establish an understanding of the relationship between the roles undertaken and the competency achieved and the level or grade at which that role will be recognised.

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the roles undertaken by employees covered by the new consent Award. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of roles and technology changes. The identifying codes for each competency indicate the current source industry package. Example competencies have been accessed from packages which include:

Rural Production, RTE03

Amenity Horticulture, RTF03

Conservation and Land Management, RTD02

Water Industry, NWP01
Asset Maintenance, PRM04
Asset Security, PRS03
Civil Construction, BCC03
General Construction, BCG03
Metal and Engineering Industry, MEM98
Public Safety, PUA00
Forest and Forest Products Industry, FPI99
Extractive Industry, MNQ03
Laboratory Operations, PML99
Automotive Industry Retail, Service and Repair
Business Services, BSB01
Transport and Distribution, TDT02
Sea Food Industry, SFI04
Electrotechnology, UTE99
Property Development and Management, PRD01
National Public Services, PSP99

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of roles carried out in their respective workgroups. The refinement of identifying the specific competencies to roles will be addressed in the transitional arrangements which will proceed outside the formal Award.

Following is the grading structure and the proposed task/competency alignments for each work group:

COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS

Trainee	Grade 1	Grade 2	Grade 3
<p>Entry/induction training to align with achieving Grade 2 competencies.</p>	<p>Achievement of a selected number of Entry Level competencies required.</p> <p>Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.</p> <p>This grade equates to about half of Grade 2 requirements.</p>	<p>Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.</p> <p>Completion of competencies at this level predominantly fit with to national certificate AQF Level.</p>	<p>Achievement of limited number of operational competencies selected from a higher level enables an employee to be recognised for specialisation which may not be required full-time.</p> <p>Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.</p>
Grade 4	Grade 5	Grade 6	Grade 7
<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Predominantly equates with national certificate AQF Level 3</p>	<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Some work is from a higher level.</p> <p>Predominantly equates to a higher national certificate AQF Level 3.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of broad unpredictable problems and skill in a range of areas with depth in some.</p> <p>Roles undertaken at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.</p> <p>Predominantly equates with to a higher national certificate AQF Level 4.</p>

Trainee:

Entry/induction training to align with achieving Grade 2 competencies.

Completion of relevant induction training program to be confirmed in transitional arrangements.

Grade 1 Progression Criteria:

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 2 Progression Criteria:

Achievement of additional competencies required.

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operation tasks.

Completion of competencies at this level align to national certificate AQF Level 2.

The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 3:

Achievement of limited number of operational competencies selected from a higher level.

Enables an employee to be recognised for specialisation which may not be required on an ongoing basis.

Reflects roles undertaken between Grade 2 and Grade 4.

The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 4:

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Aligns to national certificate AQF Level 3.

The requirements for assignment to a role at Grade 4 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 5:

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills. Some work is from a higher level

Aligns to higher national certificate AQF Level 3.

The requirements for assignment to a role at Grade 5 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 6:

Achievement of additional competencies required.

Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

Aligns to national certificate AQF Level 4.

The requirements for assignment to a role at Grade 6 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

Grade 7:

Achievement of additional competencies required.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Aligns to higher level national certificate AQF Level 4.

The requirements for assignment to a role at Grade 7 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

Schedule 3 - Allowances

Table A - Work Related Allowances

(Subject to variations to Schedule C of the Crown Employees Wages Staff (Rates of Pay) Award 2022)

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
8.6	Supervision Allowance	50.80	52.80
15.	First Aid Allowance	3.71	3.86

Table B - Expenses Related Allowances

(Subject to variations to Table 1 - Allowances of Part B, Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009)

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 \$	From the first full pay period on or after 1.7.23 \$
10.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
13.1	Reimbursement of meal allowances - no overnight stay (part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer	Per ATO	Per ATO
	Camping Allowance	4.4% increase (March 2022 Sydney CPI)	7.3% increase (March 2023 Sydney CPI)

13.4(i)	Established Camp	36.10	38.70
	Non established Camp	47.70	51.20
	Additional allowance in excess of 40 nights per annum	11.40	12.20
13.4(ii)	Camping equipment allowance	35.80	38.40
	Bedding and/or sleeping bag allowance	6.10	6.50

Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer

R. DELGODA, *Acting Industrial Registrar*

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the Industrial Relations Commission Rules 2022.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

R. DELGODA, *Acting Industrial Registrar*

Schedule of Variations Incorporated

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1. Definitions

Additional Hours - Time worked by permanent SCSs in excess of their contract hours and for which a loading in lieu of annual leave is paid.

Casual - Casual SCSs are employed on an intermittent basis to cater for special needs or to provide cover for intermittent periods of absence.

Casual Loading - An additional rate added to the rate of pay for casual SCSs to compensate for their ineligibility for paid leave and public holidays.

Contract Hours - The standard weekly hours or daily hours required to be worked by permanent SCSs. Contract hours for permanent SCSs are the hours specified in their contract or letter of appointment.

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

Extended Leave - A form of leave entitlement which recognises and rewards long service as provided by the Extended leave provisions covered in section 68Q (2) of the *Transport Administration Act 1988* (NSW).

Headquarters - The centre to which SCSs are attached for administrative purposes, or from which SCSs are required to operate on a long term basis.

Permanent SCS - A permanent SCS is a SCS who works a set number of hours and days per week. RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* (NSW) to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW) was abolished, staff moved to the Transport Service, and that Employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this Award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the Employer.)

"RMS Group" - means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* (NSW) as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 19 Disputes Settlement Procedure applies.

SCS - School Crossing Supervisor

Temporary Work Location - The place from which permanent SCSs temporarily perform official duty if they are required to work away from headquarters.

"Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

Union - Australian Workers' Union (AWU) and/or Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

Working Hours - The specified times that SCSs are required to work as outlined in their letters of engagement.

2. Area, Incidence, Duration

- 2.1 This Award will be known as the Roads and Maritime Services - School Crossing Supervisors Award 2019.
- 2.2 The Award applies to all SCSs employed as members of the Transport Service in the RMS Group.
- 2.3 This Award rescinds and replaces the Roads and Maritime Services - School Crossing Supervisors Award 2017 published 20 March 2020 (387 I.G. 379) all variations thereof.

2.4 This Awards comes into effect on 1 July 2019 and will remain in force until 30 June 2022.

3. Parties to the Award

3.1 The parties to this Award are:

the Secretary of the Department of Transport as head of the Transport Service;

- (a) the Australian Worker's Union, New South Wales (AWU); and
- (b) the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

4. Duties

4.1 SCSs are responsible for the implementation of the School Crossing Supervisor Scheme at designated school crossing sites.

4.2 In order to achieve this, SCSs must:

- (a) Place CHILDREN CROSSING flags at each end of the crossing at the commencement of duties and remove the flags at the completion of duties
- (b) Be at their designated crossing at the times specified by RMS;
- (c) Comply with the Safe Work Method Statement (SWMS) for the site at which they are working;
- (d) Perform their duties in accordance with training provided by RMS;
- (e) Follow any lawful directions given by RMS;
- (f) Use only the safety clothing and equipment provided by RMS.

5. Appointment and Probation

5.1 SCSs must serve a three-month probation period before their employment is confirmed.

5.2 SCSs cannot commence duty until they have successfully completed both on-site and off-site training and have met the criteria for the criminal record check as outlined in clause 17.

5.3 The probation period may be extended for a period up to six months in exceptional circumstances. SCSs must be informed of the extension at least one week prior to the date on which they will complete three months' service.

6. Hours of Duty

6.1 Other than for reasons outlined in subclause 6.5 below, permanent SCSs will be rostered to work during the 41-week NSW school year.

6.2 The contract hours for SCSs will not include four weeks of the school summer vacation period in December/January each year. Any training held in January will be notified and paid for as per clause 16, Training.

6.3 The contract hours of duty for permanent SCSs are determined according to the operating hours of the crossing at their designated site, including the setting up and storage of equipment. The specific hours will be notified to permanent SCSs in their letters of engagement.

6.4 Unless otherwise agreed by the SCS, the contract hours of duty for permanent SCSs may be varied on a permanent basis provided that three weeks' notice is given (i.e. 15 weekdays, including school and

public holidays). This does not restrict RMS to direct SCSs to work different than their contract hours on a temporary basis, e.g. to cover short-term absences of other staff.

- 6.5 Subject to clause 16, Training, permanent SCSs may, by agreement, work in excess of their contract hours. The additional hours worked, up to 38 hours per week, will be paid at ordinary time plus a 1/12 loading in lieu of additional annual leave (see clause 7.4 below).
- 6.6 Permanent or casual SCSs who are directed to work in excess of 8 hours per day or 38 hours per week will be paid for the time worked at overtime rates as time and a half for the first two hours and double time thereafter.
- 6.7 The hours of duty for casual SCSs will fluctuate between engagements. Generally, casual SCSs cannot be engaged for longer than the ordinary hours worked by permanent SCSs.
- 6.8 RMS may arrange training to be conducted during the school holidays. Refer to clause 16, Training.
- 6.9 RMS may require SCSs to work reasonable overtime at overtime rates. An SCS may refuse to work overtime in circumstances where the working of overtime would result in the SCS staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to the SCSs health and safety;
 - (b) the SCSs personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by RMS regarding the working of overtime, and by the SCS of their intention to refuse the working of overtime; or
 - (e) any other relevant matter.

7. Payment of Wages

- 7.1 The hourly rate of pay for SCSs will be calculated with reference to a base hourly rate of \$N per hour. The rates of pay are set out in the table in clause 26. Rates of Pay, will be increased by
- (a) 2.5% operative from the first full pay period on or after 1 July 2019 and 1 July 2020, and
 - (b) 2.04% operative from the first full pay period on or after 1 July 2021 and
 - (c) 2.53% operative from the first full pay period on or after 1 July 2022. and
 - (d) 4.0% operative from the first full pay period on or after 1 July 2023.
- 7.2 The rate paid to permanent SCSs will be averaged over a period of 48 weeks. The calculation takes into account the 41-week school year plus the entitlement to four weeks' annual leave as permanent Employees. Permanent SCSs will continue to be paid for their contract hours during school holidays that fall between the months of February and December. Permanent SCSs will not be paid for the four weeks of the school summer vacation period in December/January each year.
- 7.3 The hourly rate paid to permanent SCSs will be calculated on the following basis:

$$\frac{N \times 45}{48} = \$P$$

Where 'N' is the base rate per hour and 'P' is the actual hourly rate.

- 7.4 Additional hours worked by permanent SCSs will be calculated on the following basis:

$$N + \left(N \times \frac{1}{12} \right) = \$A$$

Where 'N' is the base rate per hour and 'A' is the actual hourly rate.

This rate will also apply to all time spent training by permanent SCSs outside their contract hours.

- 7.5 Casuals are paid for actual time worked and all training but are otherwise not paid during school holidays.
- 7.6 As casuals are entitled to a loading in lieu of all forms of paid leave except for extended leave, the hourly rate paid to casual SCSs will be calculated on the following basis:

$$N + (N \times 20\%) = \$C$$

Where 'N' is the base rate per hour and 'C' is the actual hourly rate.

- 7.7 Wages will be paid on a fortnightly basis into an account nominated by each SCS.

8. Superannuation

- 8.1 RMS will contribute a proportion of each SCSs wage as determined by Commonwealth superannuation legislation into a superannuation fund nominated by each SCS. The superannuation proportion is 11% effective from 1 July 2023.

9. Minimum Period of Engagement

- 9.1 The minimum period of engagement for SCS (whether casual or permanent) shall be one hour.
- 9.2 SCSs who work both morning and afternoon shift in any one day will be considered to have worked two (2) periods of engagement for that day.
- 9.3 The period(s) of engagement for permanent SCSs will be specified in their letter of appointment.

10. Work Location

- 10.1 Subject to subclause 10.3 below, permanent SCSs will be appointed to a designated work school crossing site to which they must report for duty.
- 10.2 Casual SCSs are not assigned to a specific work location and may be offered work at locations as required by RMS.
- 10.3 SCSs who have their employment converted from casual to permanent through the operation of clause 21, Secure Employment, may be assigned to a designated work school crossing site and/or may be required to undertake their contract hours at different locations. The different locations will be within a reasonable boundary and will be agreed at the time of conversion. Such SCSs will not be entitled to reimbursement for additional fares or time spent travelling to these locations as per subclauses 13.1 and 13.2.
- 10.4 SCSs who elect to convert to permanent status by way of subclause 10.3 will be offered the choice to transfer to permanent status as outlined at subclause 10.1, upon a SCSs position falling vacant.

11. Leave

- 11.1 Calculation of leave
- (a) Unless otherwise specified, permanent SCSs will be entitled to leave on a pro-rata basis, calculated on their weekly contract hours.

- (b) For the purpose of taking leave, ‘day’ means the normal/contract hours of duty that SCSs would have worked on that day. This does not include intermittent training carried out during the school term.

11.2 Casuals

- (a) Casuals receive a loading in lieu of all forms of paid leave except long service leave.
- (b) With the exception of long service leave, casuals are not entitled to take paid leave.

11.3 Recreation Leave

- (a) Permanent SCSs are entitled to four (4) weeks’ recreation leave each year.
- (b) The wages paid to SCSs take into account the four-week entitlement and SCSs are not entitled to take recreation leave during the school term.
- (c) SCSs will have a period of four weeks per year (in one or more blocks) where they will not be required to attend work and/or training. Refer to clause 16, Training.

11.4 Annual Leave Loading

The wages paid to SCSs incorporate a loading of 1.35% per annum to account for their entitlement to annual leave loading based on four weeks’ leave per year.

11.5 Public Holidays

- (a) Permanent SCSs will be paid for all gazetted state public holidays that occur on a day on which they are normally rostered and for the hours that they would have worked.
- (b) Public holidays that occur during school holidays will be treated as normal work days and no additional payment will be made.
- (c) Permanent SCSs will be entitled to observe local public holidays (half day or full day as gazetted) where the school to which the crossing applies is observing that local public holiday.

11.6 Sick Leave

- (a) Permanent SCSs are entitled to 12 sick days per year.
- (b) For the purpose of this clause, the sick leave year commences on 1 January. SCSs who commence duty during the course of a calendar year will be credited with a pro rata entitlement of 12 days per year.
- (c) RMS may defer payment of sick leave to SCSs who take sick leave during their first three months of service until the SCS has completed three months of service
- (d) SCSs re-employed in the same year are entitled to the lesser of:
 - i. a maximum of 12 days sick leave, or
 - ii. the sick leave SCSs would have been entitled to had employment been continuous from the date of first employment in that year.
- (e) Previous periods of employment are not taken into account for sick leave purposes.
- (f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.

- (g) If SCSs are unable to attend work due to illness or injury, they are to contact their supervisor prior to the commencement of their shift and advise:
 - i. that they are unable to attend work, and
 - ii. the nature of their illness or incapacity, and
 - iii. the estimated period of absence.
- (h) The granting of paid sick leave shall be subject to the SCS providing evidence which indicates the nature of illness or injury. If the SCS is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources Section.
- (i) If a SCS is absent from duty for more than 2 consecutive working days because of illness they must provide a medical certificate to RMS in respect of the absence.
- (j) If a SCS takes sick leave in excess of 5 uncertified working days in a calendar year the SCS concerned may be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (k) As a general practice backdated medical certificates will not be accepted. However, if the SCS concerned provides evidence of illness that only covers the latter part of the absence, RMS may allow the granting of sick leave for the whole period if satisfied that the reason for the absence was genuine.
- (l) If the RMS is concerned about the diagnosis described in the evidence of illness produced, the RMS may, after discussion with the SCS refer the evidence provided and the application for leave to an independent medical practitioner for advice.
 - i. The type of leave granted to the SCS will be determined by RMS based on the medical advice received.
 - ii. If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the SCS when determining the type of leave granted.
- (m) RMS may direct the SCS to participate in a return to work program if they have been absent for a long period of sick leave.
- (n) Nothing in this subclause 11.6 removes the right of RMS to request medical certificates for single day absences where required or from referring the SCS for an independent medical assessment for other reasons as prescribed in RMS's sick leave policy.
- (o) The reference in this clause to evidence of illness shall apply, as appropriate:
 - i. for absences up to and including 5 working days evidence may be provided by a registered doctor, dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at RMS's discretion, other forms of evidence that satisfy that the SCS had a genuine illness including from another registered health services provider,
 - ii. where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- (p) SCSs who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates may take accrued extended leave or leave without pay.

- (q) SCSs who are sick for a week or more whilst on extended leave and who have a supporting medical certificate will be entitled to accrued sick leave for the period covered by the medical certificate. The extended leave replaced by the sick leave will be re-credited to the SCSs entitlement.
- (r) Sick leave will not be granted for extended leave taken prior to resignation or termination of services.

11.7 Extended leave

11.7.1 Extended leave entitlements

- (a) Extended leave for SCSs is set by the *Transport Administration Act 1988* (NSW).
- (b) SCSs who have completed 10 years' service recognised by RMS are entitled to the following extended leave:
 - i. 44 working days at full pay, or
 - ii. 88 working days at half pay, or
 - iii. 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years entitles SCSs to accrue 11 working days extended leave.
- (d) From 1 January 2005, SCSs who have completed at least 7 years continuous service with RMS, or as recognised in accordance with subclauses 11.7.1(f) and (g) below, are entitled to access pro rata extended leave on the basis of 4.4 working days per completed year of service.
- (e) Casual SCSs with regular and consistent patterns of employment are entitled to Extended Leave on the same basis as that applying to permanent SCSs, calculated on a pro rata basis.
- (f) All previous full-time and part-time service SCSs have had with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are taken into account as service towards Extended Leave for permanent SCSs.
- (g) Service with other NSW government bodies will also be recognised in accordance with the *Government Sector Employment Act 2013* (NSW) and Schedule 2 of the *Government Sector Employment Regulation 2014* (NSW).
- (h) Nothing in subclauses 11.7.1(f) or (g) above entitles SCSs to payment for previous service recognised, where the accrual for that service has been taken as extended leave in service or paid out on termination.

11.7.2 Effect of Approved Leave Without Pay on Extended Leave Entitlements.

- (a) To determine if SCSs have completed the required 10 years of service:
 - i. Any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not SCSs have completed 10 years of service.
 - ii. Any period of approved LWOP you have taken without pay after 13 December 1963 does not count towards the 10 years of service.

- (b) For SCSs who have had 10 years' service recognised by RMS, approved LWOP for the reasons listed below counts as service for Extended Leave accrual:
 - i. Military service (e.g. Army, Navy or Air Force);
 - ii. Major interruptions to public transport;
 - iii. Periods you are on leave accepted as workers compensation.
- (c) For SCSs who have completed 10 years of recognised service, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

11.7.3 Taking of Extended Leave.

- (a) Subject to RMS approval, SCSs may take extended leave:
 - i. At a time convenient to RMS;
 - ii. For a minimum period of one hour, irrespective of whether it is paid at full pay, half pay or double pay.
- (b) Extended leave may be taken at full pay, half pay or double pay.
- (c) For extended leave taken at double pay:
 - i. SCSs leave balance will be debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - ii. the additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable.

11.7.4 For extended leave taken at half pay, SCSs leave balance will be debited at the rate of half the days/hours taken as extended leave.

11.7.5 SCSs who take extended leave in service, may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

11.7.6 Sick Leave while on Extended Leave.

- (a) SCSs are only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days. To claim sick leave, SCSs must provide a medical certificate for the period claimed as soon as practicable.
- (b) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave, if leave is taken on a full or half pay basis.
- (c) If sick leave is approved, extended leave is re-credited with the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance.
- (d) The above applies if extended leave is taken prior to retirement but not extended leave taken prior to resignation or termination of services by RMS.

11.7.7 Public Holidays while on Extended Leave.

- (a) Public holidays that fall while SCSs are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.
- (b) Payment for public holidays is paid at single time even if SCSs have chosen to take extended leave at half-pay or double pay.

11.7.8 Payment or Transfer of Extended Leave on Termination

- (a) If SCSs are entitled to extended leave on termination of your employment, including retirement, they will be paid the monetary value of the extended leave as a gratuity, in lieu of your taking the leave.
- (b) SCSs who have at least five years' service but less than seven years' service are paid pro-rata extended leave if their services are terminated:
 - i. By RMS for any reason other than serious and intentional misconduct;
 - ii. By SCSs in writing on account of illness, incapacity or domestic or other pressing necessity or.
- (c) SCSs who resign to join another Government Department, and who 'transfer' as defined by the *Government Sector Employment Act 2013 (NSW)* and Part 6 of the *Government Sector Employment Rules 2014 (NSW)*, are entitled to have their extended leave accrual accepted by their new Employer.

11.8 Parental leave

(a) Definitions

For the purpose of this clause:

- i. "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship.
- ii. "Primary Responsibility" means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.
- iii. "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- iv. "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.
- v. "Full-term birth" means the birth of a live child at 37 weeks onwards.

(b) Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

(c) Paid Parental Leave

- i. An employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- ii. Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant employees may commence leave up to 9 weeks prior to the date of birth.
- iii. Paid parental leave may be taken at full pay, half pay or as a lump sum.
- iv. Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

(d) Paid Other Parental Leave

An employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- i. Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the employee's Partner); and
- ii. Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- iii. Paid other parent leave may be taken at full pay, half pay or as a lump sum.

(e) Simultaneous Unpaid Parental Leave

An unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

(f) Special Pre-Term Parental Leave

- i. Where an employee or the Partner of an employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- ii. Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

(g) Miscarriage Leave

- i. Where an employee or the Partner of an employee miscarries, an employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.

- ii. Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

(h) Special Adoption Leave

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. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flex leave or family and community service leave.

(i) Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy 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 Employee 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 Employee has not reduced their hours.

(j) Alternate Duties

- i. 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.
- ii. If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available 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.

(k) Communication during Parental Leave

Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:

- i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.
- iii. Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- iv. Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

(l) Right to Request

An Employee who has taken paid or unpaid parental leave may make a request to the Employer to:

- i. extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - ii. return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- (m) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.
- (n) The Employer shall consider all requests made under this clause 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 Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

(o) Return to Work

- i. An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- ii. If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.
- iii. The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996* because:
 - A. the Employee or the spouse is pregnant, or
 - B. the Employee is or has been immediately absent on parental
 - C. provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

(p) Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

11.9 Family and community service leave

- (a) RMS shall grant to an SCS some or all of their accrued family and community service leave on full pay for reasons related to unplanned and emergency family responsibilities or other emergencies outlined in subclause 11.9(b). RMS may also grant leave for purposes as outlined in subclause 11.9(c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.
- (b) 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 SCS'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 an SCS's property and/or prevents a SCS from reporting for duty;
 - iv. Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - v. Attendance at court by a SCS to answer a charge for a criminal offence, only if RMS considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
- i. A SCS's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the SCS does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - ii. A SCS's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if a SCS is selected to represent Australia or the State.
- (d) Family and community service leave shall accrue as follows:
- i. in the first 12 months of service 2.5 days.
 - ii. in the second year of service 2.5 days.
 - iii. for each completed year of service after 2 years of service 1 day
- (e) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a SCS to cover the period necessary to arrange or attend the funeral of a family member or relative.
- (f) For the purposes of this subclause, 'family' means:
- i. spouse;
 - ii. de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
 - iii. child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
 - iv. parent (including a foster parent or legal guardian);
 - v. grandparent or grandchild;
 - vi. sibling (including the sibling of a spouse or de facto spouse);
 - vii. same sex partner who they live with as a de facto partner on a bona fide domestic basis; or
 - viii. relative who is a member of the same household where, for the purposes of this definition:

- A. 'relative' means - a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - B. 'affinity' means - a relationship that one spouse or partner has to the relatives of another; and
 - C. 'household' means - a family group living in the same domestic dwelling.
- (g) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow SCSs to provide short-term care or support for a family member who is ill.
- (h) Access to other forms of leave is available to SCSs for reasons related to family responsibilities or community service, subject to approval. These include:
- i. Leave without pay
 - ii. Make up time
 - iii. Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- (i) SCSs appointed to RMS who have had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous Employer.
- (j) Bereavement entitlements for casual Employees
- i. Casual SCSs are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in subclause 11.9(f) of this subclause.
 - ii. RMS and the SCS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the SCS is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The SCS is not entitled to any payment for the period of non-attendance.
 - iii. If required by RMS, the SCS must establish the need to take leave, by production of evidence, such as a death certificate or statutory declaration providing details of the circumstances of death.
 - iv. RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this subclause. The rights of RMS to engage or not engage a casual SCS is otherwise not affected.
- (k) Personal Carers Entitlement for casual Employees
- i. Casual SCSs are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (f) of this subclause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - ii. RMS and the SCS shall agree on the period for which the SCS 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 SCS is not entitled to any payment for the period of non-attendance.
 - iii. If required by RMS, the SCS must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.

- iv. RMS shall not fail to re-engage a casual SCS because the Employee accessed the entitlements provided for in this clause. The rights of RMS to engage or not to engage a casual SCS are otherwise not affected.

11.10 Domestic and Family Violence

(a) General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

(b) Definition of Domestic and Family Violence

- i. For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- ii. Domestic and family violence behaviours can include, but are not limited to:
 - A. physical and sexual violence
 - B. verbal abuse and threats
 - C. emotional and psychological abuse
 - D. financial abuse
 - E. social isolation
 - F. stalking
 - G. intimidation
 - H. technology facilitated abuse
 - I. threats or actual harm to others, pets and/or property.
- iii. An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- iv. A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

(c) Principles of prevention and response

- i. The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (A) subject to subparagraph (c)(i) (B) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause (e) or otherwise) and any associated communication about these supports;

- (B) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (C) acknowledge that any actions taken by the Employer may impact Employees and their dependents' safety at work and at home;
 - (D) recognise the Employee's right to confidentiality, as outlined in subclause (f), except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (E) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (F) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (G) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (H) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (I) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- ii. The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - A. support Employees to access evidence-based behaviour change supports
 - B. approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
 - iii. The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.
- d. Leave
- i. Part-Time and Casual Employees experiencing domestic or family violence will have access to 20 days paid domestic and family violence leave per calendar year to support the establishment of their safety and recovery.
 - ii. Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
 - A. for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
 - B. for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
 - iii. Domestic and family violence leave will assist Employees to:
 - A. Attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - B. organise alternative care or education arrangements for their children,

- C. attend court and other legal proceedings relating to their experience of domestic and family violence,
 - D. allow time for the employee to seek alternate or safe accommodation, and
 - E. undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- iv. Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- v. Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- vi. When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- vii. An employee providing care and support may access their existing:
- A. Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
 - B. Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

e. Workplace Domestic and Family Violence Support

- i. To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
- A. changes to their span or pattern of hours and/or shift patterns;
 - B. job redesign or changes to duties;
 - C. relocation to suitable employment with the Employer;
 - D. a change to their telephone number and/or email address to avoid harassing contact;
 - E. any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - F. increased security measures in their workplace including entry and egress.
- ii. Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with paragraph (e) (i), an Employer will not then unreasonably refuse a request from an Employee to maintain, change or remove these arrangements.

- iii. The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.
- f. Protecting the confidentiality of Employees experiencing domestic or family violence
- i. The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and a breach of confidentiality may pose a risk to the safety of the Employee and others.
 - ii. to protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - iii. adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - iv. not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause (e) or otherwise).
 - v. Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses (d), (e) or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
 - vi. The Employee recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - A. any steps that the Employer must to take to ensure the safety of all Employees
 - B. any mandatory reporting requirements.
 - vii. Where the Employer does need to disclose confidential information for the reasons outlined in paragraph (f) (vi), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take practical steps to minimise an associated safety risks.

12. Travelling to a Temporary Work Location

- 12.1 Permanent SCSs required to travel to a temporary work location will be entitled to ordinary time payment for the additional time taken to travel to the temporary work location compared to the time that they normally take to travel to their headquarters.
- 12.2 Where permanent SCSs travel by public transport to a temporary work location, they will be entitled to reimbursement of any additional fares paid.
- 12.3 Subject to clause 16, Training, casual SCSs are not entitled to excess fares or travel to a work location.

13. Relocation of School Crossing Supervisors

- 13.1 RMS may relocate SCSs, either temporarily or permanently, where another location is available within a reasonable distance.
- 13.2 Reasons for the transfer may include, but are not limited to:
 - (a) Where an SCS is no longer required on a site for reasons outlined in subclause 15.4;

- (b) for performance management or disciplinary reasons; or
- (c) For other reasons at RMS's discretion.

13.3 SCSs are not entitled to relocation expenses.

14. Termination

- 14.1 Subject to subclause 15.2 below, permanent SCSs who wish to cease their employment must provide RMS with at least two weeks' notice.
- 14.2 Permanent SCSs who do not wish to continue their employment in a new school year must inform RMS of their intention to cease their employment prior to 1 December of the previous year.
- 14.3 Should RMS terminate the employment of permanent SCSs for any other reason, apart from serious or wilful misconduct, RMS must provide the SCSs with the following period of notice (or payment in lieu), based on the length of continuous service:

Continuous Service	Period of Notice
Not more than 1 year	at least 1 week
More than 1 year, but less than 3 years	at least 2 weeks
More than 3 years, but less than 5 years	at least 3 weeks
More than 5 years	at least 4 weeks

NB: 'service' includes all time worked for RMS since 1992

The period of notice shall be increased by one week where the SCS is over 45 years of age and has completed at least two years continuous service.

- 14.4 Reasons for termination of employment of permanent SCSs under subclause 14.3 above may include, but are not limited to:
- (a) the installation of traffic signals at that site;
 - (b) the removal of a crossing;
 - (c) the installation of an overhead walkway or pedestrian underpass;
 - (d) the closure of a school.
- 14.5 Prior to terminating the employment of a SCS for any of the reasons outlined in subclause 15.4 above, RMS will seek to place SCSs at an alternate location within a reasonable distance. RMS cannot guarantee that SCSs will be allocated the same hours of duty if an alternate location is found.

15. Training

- 15.1 RMS will provide SCSs with training necessary to conduct their duties. SCSs must attend all training to which they have been directed.
- 15.2 Training will generally be provided outside of the normal working hours of a SCS or during school holidays as necessary.
- 15.3 RMS must set aside a period of four weeks (in one or two blocks) during which no training can be organised. This will allow permanent SCSs to have at least four weeks' annual recreation leave per year.
- 15.4 RMS must notify SCSs of the times for training to be undertaken in school holidays at least two months in advance.

- 15.5 Time spent training by permanent SCSs will be paid in line with the calculation for ‘additional hours’ and paid for in accordance with clause 7.4.
- 15.6 Casuals will be paid for all time spent training in accordance with clause 7.5.
- 15.7 Casuals required to travel more than 30 minutes to a training venue will be paid excess fares and for all time in excess of 30 minutes spent travelling.

16. Criminal Record Checks

- 16.1 RMS will undertake criminal record checks on SCSs for any offences relevant to their employment as a SCS:
- (a) prior to their appointment; and
 - (b) at regular intervals; or
 - (c) at RMS’s discretion.
- 16.2 Such offences will include, but will not be limited to, the types of offences that prohibit Employees from working with children under the *Child Protection (Working With Children) Act 2012 (NSW)* and the *Child Protection (Working With Children) Regulation 2013*.
- 16.3 RMS may only take action against a SCS with a criminal record where the offence is related to their employment as a SCS or the offence is not related to their employment but they have not informed RMS of their record. Such action may include summary dismissal.
- 16.4 SCSs must advise RMS of any charge or conviction against them that may affect their ability to carry out their duties. Failure to notify RMS of the charge or conviction may result in summary dismissal.

17. Safety Clothing and Equipment

- 17.1 SCSs will be provided with safety clothing and equipment as required, including:
- (a) Hat
 - (b) Safety Vest
 - (c) Rain Coat
 - (d) Rain Pants
 - (e) Sun Screen 30+
 - (f) Note Book and Pen
 - (g) Bum Bag
 - (h) Water Proof Cap
 - (i) Long Sleeve Shirt
- 17.2 Any additional safety clothing and/or equipment will be determined by the appropriate Work Health Safety/risk assessment.
- 17.3 SCSs must use the safety clothing and equipment provided (and only the safety equipment provided) when on duty.

18. Anti-Discrimination

- 18.1 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* (NSW) 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; and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 18.2 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.
- 18.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 18.4 Nothing in this clause is to be taken to affect:
- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
 - (d) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 18.5 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* (NSW) provides:

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

19. Grievance Resolution and Dispute Settlement

- 19.1 Dispute Settlement Procedure
- (a) A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.
 - (b) It is essential that management and the Unions consult on all issues of mutual interest and concern, not just issues considered likely to result in a dispute.
 - (c) Failure to consult on all issues of mutual interest and concern to management and the Unions is contrary to the intention of the following process.
 - (d) This disputes procedure outlined at subclause 20.2 below shall apply to any dispute that arises with respect to the following:

- i. matters pertaining to the relationship between the Employer and Employees;
- ii. matters pertaining to the relationship between the Employer and the Union parties to this Award which pertain to the Award; and/or
- iii. the operation and application of this Award.

19.2 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their Union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their Union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the Dispute cannot be resolved through the procedure outlined in Steps 1-2, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Four

If following Steps 1-3 the dispute remains unresolved, any relevant party may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by IRC.

19.3 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution.

19.4 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur.

19.5 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

19.6 Grievance Procedure

- (a) A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.
- (b) A grievance may, for example, relate to:
 - i allocation of work or development opportunities,
 - ii a perceived denial of an entitlement, or
 - iii suspected discrimination or harassment.

- (c) RMS' grievance resolution policy and guidelines, as amended by RMS from time to time, are to be followed when a grievance arises.
- (d) While the policy, guidelines and procedures are being followed, normal work is to continue.

19.7 Dispute relating to WHS issues

- (a) The RMS and SCSs are committed to the *Work Health and Safety Act 2011* (NSW) and any other statutory requirements, at all times.
- (b) When a WHS risk is identified or a genuine safety factor is the source of a dispute:
 - i. SCSs have a duty to notify the RMS of the risk to the SCS Work Health and Safety Committee, and;
 - ii. allow the RMS a reasonable amount of time to respond.
 - iii. the RMS has a duty to address the issue identified; and
 - iv. report on the issue within a reasonable timeframe.
- (c) If a SCS notifies WorkCover without allowing the RMS a reasonable amount of time to respond to the issue, it is a breach of the legislative provisions.
- (d) The RMS respects the rights of all SCSs to refuse to continue working due to a genuine safety issue.
- (e) The Unions and SCSs acknowledge that the creation of an industrial dispute over a WHS matter that is not legitimate is a breach of the legislative provisions under section 268 of the *Work Health and Safety Act 2011* (NSW).

20. Union Contributions

- 20.1 Where SCSs authorise RMS in writing to deduct Union fees from their wage, RMS will where practical, make the deduction and forward it to the Unions.
- 20.2 SCSs elected as job representatives, who have notified and have been accepted by RMS as accredited representatives of the Union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

21. Secure Employment

21.1 Objective of this Clause

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

21.2 Casual Conversion

- (a) A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this sub-clause within four weeks of the Employee having attained such period of

six months. However, the Employee retains their right of election under this subclause if the Employer fails to comply with this notice requirement.

- (c) Any casual Employee who has a right to elect under subclause 22.2(a), upon receiving notice under subclause 22.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a casual Employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with subclause 22.2(c), the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 22.2(c), discuss and agree upon:
 - i. whether the Employee will convert to full-time or part-time employment; and
 - ii. if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
 - iii. Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (g) Following an agreement being reached pursuant to paragraph (f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

21.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall 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.
- (b) Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 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 occupational 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.
- (c) Nothing in this subclause 22.3 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* (NSW) or the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

21.4 Disputes Regarding the Application of this Clause

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

- 21.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (NSW) (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.

22. Code of Conduct and Ethics

- 22.1 RMS requires that all SCSs comply with the Code of Conduct and Ethics.

- 22.2 Where a disciplinary matter is alleged, suspected or known to have occurred, the SCS's manager is to take prompt action to:

- (a) Escalate the matter to senior management and/or the General Manager Human Resources as required Conduct a fact-finding investigation, if and as required.

- 22.3 Interviews will be conducted to:

- (a) Present facts or alleged facts that could lead to disciplinary action being taken against the SCS(s)
- (b) Offer an opportunity for the SCS(s) to respond to the allegations or facts; and
- (c) Gather sufficient facts to enable a decision on whether disciplinary action is appropriate

- 22.4 Disciplinary action may be initiated when SCSs are involved in matters including but not limited to:

- (a) corrupt conduct;

- (b) misconduct;
 - (c) negligence, inefficiency or incompetence in the discharge of duties, or
 - (d) wilfully disobeying or disregarding any lawful request or direction given in the course of employment by any person having the authority to do so.
- 22.5 RMS Discipline Policy and Discipline Guidelines, should be observed when disciplinary matters arise.
- 22.6 RMS may suspend SCSs from duty with or without pay during disciplinary or criminal actions, as provided for under section 70 of the *Government Sector Employment Act 2013* (NSW).
- 22.7 As a result of a disciplinary breach being proven against SCSs, RMS may choose to impose any one or more of the following sanctions:
- (a) a reprimand and warning;
 - (b) transfer;
 - (c) suspension from duty;
 - (d) termination of service.
- 22.8 If a disciplinary sanction is to be made against a SCS, details of this will be given in writing.
- 22.9 Except in the case of termination of services without notice, SCSs will be given seven calendar days to respond in writing to RMS regarding the sanction proposed or to provide any further relevant information.
- 22.10 Offers of resignation will not be accepted until approved by the Disciplinary Panel if SCSs are likely to be, or currently are the subject of disciplinary action, where the reason for the action is:
- (a) serious misconduct;
 - (b) misappropriation;
 - (c) fraud, or
 - (d) corrupt conduct.
- 22.11 RMS retains the right to refer a disciplinary matter to the relevant external body where RMS has reason to believe it is necessary. This may include but is not limited to:
- (a) the Police;
 - (b) the Independent Commission Against Corruption (ICAC);
 - (c) the Ombudsman;
 - (d) the Commission for Children and Young People
- 22.12 SCSs have the right to appeal any disciplinary action taken against you by RMS before the NSW Industrial Relations Commission.

This clause:

- (a) does not remove RMS's right to summarily dismiss a SCS for gross misconduct or fraud, should the Chief Executive consider such action appropriate.

- (b) must not be construed as requiring the taking of disciplinary proceedings in order that RMS may dispense with the services of an RMS officer or any other Employee of RMS.

23. Local Arrangements

- 23.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 23.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 23.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

24. No Extra Claims

- 24.1 Until 30 June 2024, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.
- 24.2 Notwithstanding subclause 24.1, the parties to this Award commit to further discussions, in good faith, on industrial matters and future employment arrangements for employees covered by this Award. Subclause 24.1 will not prevent the parties from having these discussions.
- 24.3 The date of subclause 24.1 does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of Award provisions.
- 24.4 Variations made with the agreement of the parties are not prohibited by this clause.

25. Rates of Pay

Category Refer to clause 7, Payment of Wages for the calculation of rates	2.04% Operative from the first full pay period on or after 1 July 2021 (\$/hr)	2.53% Operative from the first full pay period on or after 1 July 2022 (\$/hr)	4.0% Operative from the first full pay period on or after 1 July 2023 (\$/hr)
Base Rate (N)	24.6802	25.3046	26.3168
Permanent SCSs (P)	23.1377	23.7231	24.6720
Additional hours/training(A)	26.7369	27.4133	28.5099
Casual SCSs (C)	29.6162	30.3655	31.5802

R. DELGODA, *Acting Industrial Registrar*

LOCAL GOVERNMENT (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 420879 of 2023)

Before Commissioner Muir

24 November 2023

VARIATION

1. Delete Table 2 Allowances of Part B, Monetary Rates of the award published 7 July 2023 (394 I.G. 658), and insert in lieu thereof the following:

MONETARY RATES – TABLE 2 ALLOWANCES

	First Pay Period 01/07/23 \$	First Pay Period 01/07/24 \$	First Pay Period 01/07/25 \$
Clause 17(i) Level 1 Adverse Working Conditions Allowance	0.481 p.h. or 18.28 p.w.	0.498 p.h. or 18.92 p.w.	0.513 p.h. or 19.49 p.w.
Clause 17(ii) Level 2 Adverse Working Conditions Allowance	1.244 p.h. or 47.27 p.w.	1.288 p.h. or 48.94 p.w.	1.327 p.h. or 50.43 p.w.
Clause 17(iii) Sewer Chokes	10.17 p.s.	10.53 p.s.	10.85 p.s.
Clause 17(vi)(a) Tool Allowances			
Bricklayer	25.30 p.w. from first pay period 24/11/2023 27.10 p.w.	27.10p.w.	Pending
Carpenter & Plumber	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w.	Pending
Metal & Mechanical Trades	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w.	Pending
Painter & Signwriter	8.70 p.w. from first pay period 24/11/2023 9.30 p.w.	9.30 p.w.	Pending
Plasterer	35.40 p.w. from first pay period 24/11/2023 38.00 p.w.	38.00 p.w.	Pending

Clause 17(vi)(d) Insurance Value	2049.00 p.a. from first pay period 24/11/2023 2199.00 p.a.	2199.00 p.a.	Pending
Clause 17(x)(f) Travelling Allowances			
3 - 10 km	5.73 p.j.	5.93 p.j.	6.11 p.j.
11 - 20 km	9.05 p.j.	9.37 p.j.	9.65 p.j.
21 - 33 km	13.10 p.j.	13.56 p.j.	13.97 p.j.
34 - 50 km	20.04 p.j.	20.74 p.j.	21.36 p.j.
Each additional 10kms	5.39 p.j.	5.58 p.j.	5.75 p.j.
Clause 17(x)(j) Vehicle Allowance (cents / km)			
Int. combustion - 2.5 litres and over	0.95 p.km.	Pending	Pending
Int. combustion - Under 2.5 litres	0.81 p.km.	Pending	Pending
Hybrid vehicle	0.62 p.km.	Pending	Pending
Electric vehicle	0.43 p.km.	Pending	Pending
Clause 17(xi)(a) Camping Allowance	74.54 p.n.	77.15 p.n.	79.46 p.n.
Clause 17 (xii)(a) Community Language Allowance	25.30 p.w.	26.20 p.w.	27.00 p.w.
Clause 17(xiii)(a) First Aid Allowance	17.00 p.w.	17.60 p.w.	18.10 p.w.
Clause 17(xiv) Meal Allowance	18.23	Pending	Pending
Clause 17(xv) Civil Liability Allowance	3.5%	3.5%	3.5%
Clause 18A(i) Vehicle Allowances (cents / km)			
Int. combustion - 2.5 litres and over	0.95 p.km.	Pending	Pending
Int. combustion - Under 2.5 litres	0.81 p.km.	Pending	Pending
Hybrid vehicle	0.62 p.km.	Pending	Pending
Electric vehicle	0.43 p.km.	Pending	Pending
Clause 18A(iii) Minimum quarterly payment	2612.50	Pending	Pending
Clause 21C(ii) On Call Allowance on ordinary working days	23.00 p.d.	24.00 p.d.	25.00 p.d.
Clause 21C(iii) On Call Allowance - on other days	46.00 p.d.	48.00 p.d.	50.00 p.d.
Clause 21C(iv) On Call Allowance - max. / week	207.00 p.w.	216.00 p.w.	225.00 p.w.
Clause 43(vi) Job Search Allowance	2966.80	3070.60	3162.70
Clause 45(iv) Savings and Transitional			
(a) West of the Line Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.
(b) Climatic Allowance	3.90 p.w.	3.90 p.w.	3.90 p.w.

Key:

p.h. = per hour	p.w. = per week	p.km. = per kilometre
p.a. = per annum	p.n. = per night	p.j. = per journey
p.d. = per day		p.s. = per shift

2. This variation will take effect on and from 24 November 2023 and remain in force for a period identical to the Local Government (State) Award 2023 (394 I.G. 658).

C. MUIR, *Commissioner*