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**INDUSTRIAL GAZETTE**

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(1131)

SERIAL C8204

# CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 241 of 2014)

Before Commissioner Tabbaa

8 April 2014

## AWARD

### PART A

#### 1. Arrangement

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#### PART B

#### MONETARY RATES

Table 1 - Base Rates

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Table 3 - Other Rates and Allowances

## 2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Chief Executive" means the Head of the Board of Studies, Teaching and Educational Standards, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the Government Sector Employment Act 2013 and the Public Finance and Audit Act 1983, and other relevant legislation and regulations.
- 2.5 "Employees" means Advisers, Assessors and Examiners employed by the Board of Studies, Teaching and Educational Standards.
- 2.6 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.7 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Board of Studies, Teaching and Educational Standards, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the Government Sector Employment Act 2013 by the Board of Studies, Teaching and Educational Standards, New South Wales and accountable to the Chief Executive of the Board of Studies, Teaching and Educational Standards, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.
- 2.12 "Unions" means the New South Wales Teachers Federation and the New South Wales Independent Education Union.

## 3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### 4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

#### 5. Marking Rates (Written)

- 5.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

#### 6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

#### 7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time.

## 8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on the allowance rates for casual use of motor vehicles whose engine capacity is between 1,601 cc and 2,600 cc applied to an average 40 km and paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor as amended from time to time.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:

8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or

8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or

8.2.3 the rate pursuant to subclause 8.1 of this clause.

- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined by the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor as amended from time to time.

- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor as amended from time to time.

## 9. Family Leave Provisions

- 9.1 The Chief Executive must not fail to re-engage an Employee because:

9.1.1 The Employee or Employee's spouse is pregnant; or

9.1.2 The Employee is or has been immediately absent on parental leave

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member 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 evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

9.2.2 The Chief Executive and the Employee shall agree on the period 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 Employee is not entitled to any payment for the period of non-attendance.

9.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

9.3 The Employee, shall if required:

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

9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

9.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

9.5 Bereavement entitlements for Employees

9.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

9.5.2 The Chief Executive 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. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

9.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

#### **10. Advisers**

10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:

10.1.1 syllabus development and interpretation;

10.1.2 examination practice and procedures;

10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;

10.1.4 other duties as directed by the State Manager.

10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

#### **11. Minimum Payment**

11.1 No examiner scheduled to conduct examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences.

#### **12. Superannuation**

12.1 All examiners, assessors and advisers shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

#### **13. Salary Sacrifice to Superannuation**

13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.



- 13.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 13.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 13.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 13.5.2 the *Superannuation Act 1916*;
- 13.5.3 the *State Authorities Superannuation Act 1987*;
- 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 13.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

#### **14. Deduction of Unions' Membership Fees**

- 14.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 14.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 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 unions' rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.

- 14.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **15. No Further Claims**

- 15.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

### **16. Hours of Work**

- 16.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 16.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 16.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 16.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the Government Sector Employment Act 2013.
- 16.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 16.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

### **17. Conditions of Examining and Marking**

- 17.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 17.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 17.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

### **18. Examination Procedures**

- 18.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

### **19. Recruitment of Examiners and Assessors**

- 19.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 19.1.1 relevant music and/or speech and drama qualifications;
  - 19.1.2 developed skills in teaching and performance;
  - 19.1.3 excellent interpersonal skills;

- 19.1.4 communications skills and ability to articulate concepts clearly;
  - 19.1.5 constructive, supportive and analytical report writing skills;
  - 19.1.6 sound understanding of the stylistic elements essential to performance;
  - 19.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
  - 19.1.8 demonstrate a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 19.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

## **20. Performance Development**

- 20.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 20.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
  - 20.1.2 provide work reports to examiners and assessors who need these for employment purposes;
  - 20.1.3 assist examiners and assessors whose performance is causing concern.
- 20.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 20.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

## **21. System Improvements**

- 21.1 The AMEB (NSW) acknowledges its continuing obligation to:
- (a) provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
  - (b) ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 21.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

## **22. Dispute Resolution Procedures**

- 22.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 22.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

22.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive, of the Board of Studies, Teaching and Educational Standards, or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

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

### **23. Duties as Directed**

23.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.

23.2 Any directions issued by the State Manager pursuant to subclause 23.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

### **24. Work Health and Safety**

24.1 For the purposes of this clause, the following definitions shall apply:

(a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, 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 employer which might otherwise have been carried out by the other employer's own employees.

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

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

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

(c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

24.3 Nothing in this clause 24 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

24.4 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.

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.

24.5 This clause operates from 21 March 2006.

## 25. Termination of Services

25.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

## 26. Area, Incidence and Duration

26.1 This award covers all persons employed by the Board of Studies, Teaching and Educational Standards as AMEB (NSW) Examiners, Assessors and Advisers.

26.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2013, published 21 December 2012 (375 I.G.240).

26.3 This award shall take effect on and from 1 January 2014 with a nominal term until and including 31 December 2016.

## PART B

### MONETARY RATES

Table 1

	Amount Per Hour \$
Base Rate on and from 1 January 2014	75.65
Base Rate on and from 1 January 2015	77.16
Base Rate on and from 1 January 2016	78.82

Table 2 - Allowances for Advisers

Advisers per annum allowance	2.27% On and from 1/1/14 \$	2.0% On and from 1/1/15 \$	2.15% On and from 1/1/16 \$
Level 1: candidature 0 to 100	893	911	931
Level 2: candidature 101 to 3,000	1,791	1,827	1,866
Level 3: candidature 3,001 to 15,000	2,684	2,738	2,797
Level 4: candidature Over 15,001	3,575	3,647	3,725

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	On and from 1/1/14 \$	On and from 1/1/15 \$	On and from 1/1/16 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	11.84	11.84	11.84
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.740 0.296	0.740 0.296	0.740 0.296

I. TABBAA, Commissioner

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 Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (BOARD OF STUDIES, TEACHING AND  
EDUCATIONAL STANDARDS - EDUCATION OFFICERS) SALARIES  
AND CONDITIONS AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(No. IRC 242 of 2014)

Before Commissioner Tabbaa

8 April 2014

**AWARD**

**Arrangement**

Clause No.	Subject Matter
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| 15. | Duties as Directed                            |
| 16. | Personal/Carer's Leave                        |
| 17. | Occupational Health and Safety                |
| 18. | Anti-Discrimination                           |
| 19. | No Further Claims                             |
| 20. | Area Incidence and Duration                   |

PART B

MONETARY RATES

Table 1 - Salaries

**PART A**

**1. Title**

1. This Award shall be known as the Crown Employees (Board of Studies, Teaching and Educational Standards - Education Officers) Salaries and Conditions Award 2014.

## 2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Board of Studies, Teaching and Educational Standards providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the Government Sector Employment Act 2013 and the Government Sector Employment Regulation 2014.
- 2.3 "Banked Time" means the amount of time by which Flextime is reduced by one or more days at the end of a settlement period for the purpose of being recredited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Board" means the Board of Studies, Teaching and Educational Standards NSW.
- 2.5 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.6 "Chief Executive" means the person holding or acting in the office of the Chief Executive of the Board of Studies, Teaching and Educational Standards. Reference to the Chief Executive may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive to perform functions associated with the office
- 2.7 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.8 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.9 "Employed" or "employment" means when an Officer is permanently appointed, on secondment, temporarily employed or temporarily appointed by the the Board of Studies, Teaching and Educational Standards.
- 2.10 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.5 necessarily occupied by direction of, or on their own initiative with the approval of, the Chief Executive in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.11 "Federation" means the New South Wales Teachers Federation.
- 2.12 "Field Officer" means a Board of Studies Liaison Officer.
- 2.13 "Flextime" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.14 "Flex Leave" means Flextime carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.15 "General Secretary" means the General Secretary of the New South Wales Teacher's Federation.
- 2.16 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.



- 2.17 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.
- 2.18 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act 1996*.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Board of Studies, Teaching and Educational Standards in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Board of Studies, Teaching and Educational Standards, the New South Wales Teachers Federation and the Director of Public Employment.
- 2.21 "Permanently appointed" means appointed to a permanent position pursuant to sections 17-23 of the Act.
- 2.22 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.23 "Director of Public Employment" means the employer of the staff of the Public Service for the purpose of industrial proceedings as defined by section 129 of the Act.
- 2.24 "Secondment" means when the Board of Studies, Teaching and Educational Standards employs by making use of the services of an officer of the Department of Education and Communities. .
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Board of Studies Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the Chief Executive ), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily appointed" means employment of an Officer pursuant to section 24 of the Act.
- 2.29 "Temporarily employed" means when the the Board of Studies, Teaching and Educational Standards employs an Officer pursuant to section 27 of the Act.
- 2.30 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

### 3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the Chief Executive determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

- Senior Education Officer, Grade 2 the single salary point specified;
- Principal Education Officer the single salary point specified;
- Chief Education Officer, Grade 1, Level 1.
- Chief Education Officer, Grade 2, Level 1.
- 3.4 The Chief Executive will determine the remuneration of new Officers:
- 3.4.1 at the minimum rate of the appropriate salary classification; or
- 3.4.2 at such higher level specified in Table 1, having regard to:
- the applicant's skill, experience and qualifications; and
- the rate required to attract the applicant; and
- the remuneration of existing Officers performing similar work.
- 3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.
- 3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:
- 3.6.1 annual leave loading;
- 3.6.2 travel or subsistence allowances;
- 3.6.3 allowances in relation to relocation expenses;
- 3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.
- 3.7 Chief Education Officers employed by the Board as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or appointed to a role at the Chief Education Officer Grade 2 classification by the Chief Executive . All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the Chief Executive.

### **3A. Deduction of Union Membership Fees**

- (i) 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.
- (ii) The union shall advise the employer of any changes 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.

- (iii) Subject to (i) and (ii) 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.
- (iv) Monies deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer 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 read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **4. Salary Packaging**

- 4.1 Officers may participate in the Board's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

#### **5. Salary Sacrifice to Superannuation**

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

#### **6. Conditions Fixed By Other Awards**

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award 2009;

Crown Employees (Public Service Conditions of Employment) Award 2009;

Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

#### **7. Appointment and Mobility Provisions**

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education and Communities or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Board agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education and Communities or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Board.
- 7.2 Officers on secondment from the Department of Education and Communities and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Board agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education and Communities or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Board.
- 7.3 The Board will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Board.

- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the Board will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Board for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education and Communities' policy will be taken into specific regard in Board employment practices.
- 7.6 The Board's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 78(b) of the Crown Employees (Public Service Conditions of Employment) Award 2009 the Chief Executive may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 For the purpose of workers' compensation, the employer of Officers is the Board in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Communities and Officers temporarily

employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

## **8. Flexible Work Arrangements**

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 To avoid excessive accrual of Accrued Work Time (AWT) the Chief Executive may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.
- 8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 8.4 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.
- 8.4.2 Field Officers (BOSLOS) Clauses 8.14 to 8.18 inclusive.
- 8.4.3 Chief Education Officers (CEO's) Clause 8.19.
- 8.5 Settlement Period
  - 8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.
- 8.6 Ordinary Hours of Work and Standard Hours
- 8.7 Standard Bandwidth
  - 8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13 ).
  - 8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the Chief Executive or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.
  - 8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.
  - 8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their Chief Executive or delegate. The time worked is to be counted towards Accrued Work time (AWT).
  - 8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).
- 8.8 Coretime
  - 8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.

- 8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the Chief Executive or delegate.
- 8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and Chief Executive or delegate.

#### 8.9 Hours Worked

- 8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the Chief Executive or delegate.
- 8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive or delegate.
- 8.9.3 Nothing in this clause shall prevent the Board requiring an officer to revert to working standard hours following reasonable notice.
- 8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

#### 8.10 Lunch and Meal Breaks

- 8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.
- 8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.
- 8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

#### 8.11 Flexible Working Hours

- 8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the Chief Executive or delegate and in accordance with the provisions of this Award.

#### 8.12 Flex Leave and Banked Time Entitlements

- 8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the Chief Executive or delegate.
- 8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:
  - where the staff member takes 6 Flex Leave days the possible Banked Time is zero;
  - where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;
  - where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;
  - where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;
  - where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

- 8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.
- 8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officer's flextime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.
- 8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.
- 8.13 Accrued Work Time (AWT)
- 8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).
- 8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.
- 8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.
- 8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances.
- 8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.
- 8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the Chief Executive or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the Chief Executive or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Board should be recognised.



- 8.13.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
  - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
  - (c) in multiples of a quarter day only.

#### 8.14 Flexible Working Hours for Field Officers (BOSLOS)

- 8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:

Settlement Period

Accumulation and Carry Over

Flexi leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.

- 8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:
- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
  - (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
  - (c) The total number of banked flex days at any one time must not exceed five days.
  - (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

#### 8.15 Separation from the Agency

- 8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the Chief Executive or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 8.15.2 The Chief Executive or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.
- 8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary

rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

#### 8.16 Part Time Officers

8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

#### 8.17 Disruption of Transport

8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.

- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

#### 8.18 Working at Home

8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.

8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

#### 8.19 Chief Education Officers

8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Board and the personal circumstances of individual Chief Education Officers

8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

## 9. Work Outside Ordinary Working Hours

### 9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the Chief Executive or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the Chief Executive or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the Chief Executive or delegate shall be 7.30 am to 6.00 pm

9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

### 9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Award 2009; or its successor or as amended from time to time.
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of

Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

- 9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.
- 9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the Chief Executive to take, at such time as is convenient to the working of the Board, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.
- 9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.
- 9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

### 9.3 Calculation of and Payment in Lieu of Compensatory Leave

- 9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the Chief Executive shall:
- (i) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
  - (ii) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.
- 9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:
- (i) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
  - (ii) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
  - (iii) for all excess hours worked on Sunday at the rate of double time;
  - (iv) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
  - (v) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (a) meal times shall not be included in the calculation of excess hours;
- (b) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the Chief Executive, his/her absence has been caused by circumstances beyond his/her control; and

- (c) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
  - (i) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
  - (ii) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

### 9.3.3

- (i) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
  - (a) periods of less than one-quarter of an hour;
  - (b) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time.
  - (c) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 9.3.3(i)(c).
- (ii)
  - (a) The formula for the calculation of payment for excess hours at ordinary rates shall be:
 
$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
  - (b) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (iii) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (iv) In exceptional circumstances, the Chief Executive may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

### 9.3.4 Meal Allowances

- 9.3.4.1 An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009, or its successor or as amended from time to time provided the Chief Executive is satisfied that:
  - (a) the performance of the work concerned at the time at which it was performed was necessary;

- (b) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - (c) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- 9.3.4.2 An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to Clause 9.3.4.1.
- 9.3.4.3 Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- 9.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

## 10. Consultation

- 10.1 A joint consultative committee with Federation/Board representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

## 11. Training and Development

- 11.1 The Board will consult with the Federation in reviewing the Board's training and developing activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improve them where necessary;
  - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Board also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Board.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Board.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Board exercises its discretion to refund all or part of these fees. The provisions of clause 8, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

## 12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Board's corporate objectives;
  - 12.1.2 provide work reports to Officers;
  - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the Board is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
  - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
  - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
  - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
  - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Board's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

## 13. Technology

- 13.1 The Board is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
- 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
  - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
  - 13.1.3 New or upgraded technology will comply with the Board's Work Health and Safety obligations;
  - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

## 14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.

- 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
- 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the Chief Executive's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
- 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the Chief Executive and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

### **15. Duties as Directed**

- 15.1 The Chief Executive may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.
- 15.2 The Chief Executive may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for:
- curriculum officers : drafting or amending syllabus and curriculum support documents;
- test development and assessment officers : examination specifications and other assessment resource materials;
- policy and public affairs officers : Board policies, rules and public relations and event material.
- 15.4 Any directions issued by the Chief Executive shall be consistent with the Chief Executive's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

### **16. Personal\Carer's Leave**

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- (a) the Officer being responsible for the care and support of the person concerned; and
- (b) the person concerned being:
- (i) a spouse of the Officer; or
- (ii) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; or



- (iii) 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 Officer or of spouse or de facto spouse of the Officer; or
- (iv) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer who is a member of the same household, where for the purposes of this definition:  
"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;  
  
"affinity" means a relationship that one spouse or partner has to the relatives of the other;  
and  
  
"household" means a family group living in the same domestic dwelling.

## 16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The Chief Executive shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to 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 Officer's household;
- (ii) accommodation matters 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 or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (iv) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows:

- (i) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.
- (ii) If available family and community leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.

- (iii) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.

16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.

16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.

16.3.3 The Chief Executive may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.

16.3.4 The Officers shall, if required, 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.

16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

16.3.7 The Officer shall, wherever practicable, give the Chief Executive notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.

16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.

#### 16.4 Compassionate Leave

16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.

16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.

16.4.3 If having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.

16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph (c) of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture

provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

#### 16.5 Use of Make-up Time

- 16.5.1 An Officer may elect, with the consent of the Chief Executive, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

#### 16.6 Use of Other Leave Entitlement

16.6.1 The Chief Executive may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

### **17. Work Health and Safety**

17.1 For the purposes of this clause, the following definitions shall apply:

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

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

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

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

- 17.4 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.

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.

- 17.5 This clause operates from 1 March 2006.

### **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 and 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 officer because the officer 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*;
- (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* provides:

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

### **19. No Further Claims**

- 19.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2016, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

**20. Area, Incidence and Duration**

- 20.1 The department for which this award is made is the Board of Studies, Teaching and Educational Standards. The Award covers all persons appointed, seconded or temporarily employed by the Office in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Reviewed Award 2012 published on 3 August 2012 (373 I.G.810).
- 20.3 This award shall take effect on and from 1 January 2014 with a nominal term until and including 31 December 2016.

**PART B****MONETARY RATES****Table 1 - Salaries**

## Chief Education Officer - Grade 1

Grade 1	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Level 1	141,347	144,174	147,274
Level 2	145,932	148,851	152,051
Level 3	150,521	153,531	156,832
Level 4	153,602	156,674	160,042
Level 5	157,024	160,164	163,608

## Chief Education Officer - Grade 2

Grade 2	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	160,949	164,168	167,698

## Principal Education Officer

	2.27% From the first pay period to on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	138,218	140,982	144,013

## Senior Education Officer Grade 1

Grade	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Level 1	106,240	108,365	110,695
Level 2	119,516	121,906	124,527

## Senior Education Officer Grade 2

	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Single salary point	124,589	127,081	129,813

## Education Officer AECG

Level	2.27% From the first pay period to commence on or after 1/1/2014 \$	2.0% From the first pay period to commence on or after 1/1/2015 \$	2.15% From the first pay period to commence on or after 1/1/2016 \$
Level 1			
1st year of service	77,430	78,979	80,677
Thereafter	79,872	81,469	83,221
Level 2			
1st year of service	83,004	84,664	86,484
Thereafter	85,437	87,146	89,020
Level 3			
1st year of service	87,994	89,754	91,684
Thereafter	90,631	92,444	94,432
Level 4			
1st year of service	94,398	96,286	98,356
Thereafter	97,402	99,350	101,486

## Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time. Pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Award or its successor or as amended from time to time.

I. TABBAA, Commissioner

(1918)

SERIAL C8203

**CROWN EMPLOYEES (DEPARTMENT OF FINANCE AND  
SERVICES - WASTE ASSETS MANAGEMENT CORPORATION)  
OPERATIONS AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Finance and Services.

(No. IRC 218 of 2014)

Before Commissioner Tabbaa

28 March 2014

**AWARD**

**PART A**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the award
4.	Classifications and Salaries
5.	Savings of Rights
6.	Terms of employment
7.	Conditions of employment
8.	Categories of employment
9.	Hours of employment
10.	Start and finish times
11.	Afternoon and night shift work
12.	Meal times
13.	Payment of wages
14.	Public holidays
15.	Overtime
16.	Time off in lieu of payment for overtime
17.	Saturday and Sunday work
18.	Recall
19.	On-call (standby)
20.	Mixed functions
21.	First Aid allowance and emergency transportation
22.	Allowance payable for use of private motor vehicle
23.	Compensation for loss or damage to private property
24.	Absence from work
25.	Drivers licence
26.	Anti-discrimination
27.	General induction program
28.	Safety induction training
29.	Code of ethics and conduct
30.	Workplace health, safety and environment commitment
31.	Transfer to available work
32.	Closedown provisions
33.	Grievance and Dispute handling procedures

34. Consultation
35. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Rates of Pay Landfills

Table 2 - Rates of Pay WAMC Engineering Trades

Table 3 - Allowances

#### 1. Title

This award shall be known as the Crown Employees (Department of Finance and Services - Waste Assets Management Corporation) Operations Award 2014.

#### 2. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the Waste Recycling and Processing Corporation (Authorised Transaction) Act 2010.

"AMWU" means the Australian Manufacturing Workers' Union

"Casual employee" means an employee not engaged as a weekly employee.

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of Waste Assets Management Corporation for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Corporation" means Waste Assets Management Corporation, as established under the Act.

"Employer" means the Department of Finance and Services, Waste Assets Management Corporation.

"Full day" means the standard full-time contract hours for the day, i.e., seven (7) or eight (8) hours depending on the classification of the staff member, or up to 9.5 hours per day, if agreement reached in accordance with Clause 9 -Hours of Employment.

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

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

"On duty" means the time required to be worked for Waste Assets Management Corporation.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by WAMC and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Overtime" means as defined in the Overtime Clause 17 in this award.

"Part-time Employee" means an employee whose agreed hours are less than full-time hours.

"TWU" means the Transport Workers' Union of Australia.

"Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.



### **3. Parties to the Award**

The parties to this award are the Secretary of the Treasury, the Department of Finance and Services, the Transport Workers' Union and the Australian Manufacturing Workers' Union and all employees who are employed in the classifications detailed in Table 1 and Table 2 of Part B, Monetary Rates of this award.

### **4. Classification and Salaries**

The classifications and salary rates are set out in Table 1 and Table 2 of Part B, Monetary Rates of this award.

### **5. Savings of Rights**

At the time of making this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this award. This clause is not intended to give rise to further claim.

### **6. Terms of Employment**

- 6.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award, provided that such duties are not designed to promote de-skilling.
- 6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 6.3 Any direction issued by an employer pursuant to paragraphs (a) and (b) hereof shall be consistent with WAMC's responsibilities to provide a safe and healthy working environment.

### **7. Conditions of Employment**

The staff members 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, the Government Sector Employment Regulation 2014, the Government Sector Employment Rules 2014, the Crown Employees (Public Service of Conditions of Employment) Reviewed Award 2009, as reviewed or any award replacing this award.

### **8. Categories of Employment**

In consideration of the employment mix required to meet WAMC's operational requirements and client expectations, WAMC may make available the following employment categories.

- (a) Full-Time Employees I Weekly Hire
  - (i) A full-time day employee is an employee who works 38 ordinary hours per week, usually in the form of 7.6 hour days Monday to Friday.
  - (ii) A full-time employee who works on Saturday, Sunday and public holidays will be paid penalty rates in accordance with Clause 16, Public Holidays, and Clause 19, Saturday and Sunday Work, in this award.
  - (iii) A full-time employee who works overtime will be paid in accordance with Clause 17, Overtime in this Award.
- (b) Part-Time Employees
  - (i) WAMC may engage part-time employees to work in accordance with an agreed pattern on any seven days of the week at the appropriate rate of pay for the day worked.
  - (ii) A part-time employee is entitled to the pro-rata benefits prescribed by this Award.

- (iii) The employment of a part-time employee shall be confirmed in writing and the letter shall state the days and times upon which the part-time employee is required to work. The agreed days and times may be altered by agreement between the employee and WAMC, or in the absence of such agreement by the giving of no less than two (2) weeks' notice. This notice period may be changed by mutual agreement. Such alterations will be recorded in writing.
- (iv) For any hours worked by a Part-Time Employee in addition to those specified in subclause (b)(iii) above, the following shall apply:
  - (1) If the additional hours are on a day that the Part Time Employee was required to work, the additional hours shall be paid at ordinary rates up to a total of 7.6 hours on the day, then at the appropriate overtime rate applicable to a full time employee. Any hours paid at ordinary time rate of pay will be included for the purposes of accruing leave entitlements.
  - (2) If the additional hours are worked on a day that is not one of the agreed days, the additional hours shall be paid at the rate applicable to a full time employee for those hours plus the casual loading specified in Clause 7(d)(i)(1). These hours will not be included for the purposes of accruing leave entitlements due to the loading being paid.
  - (3) The ordinary hours of employment for part time employees for the combined hours worked pursuant to (b) (iv) (1) and (b) (iv) (2) above shall not exceed 38 hours. The application of overtime rates shall be pursuant to clause 17 and clause 19 of this Award.
- (c) Job Share Arrangements
  - (i) Job Share is a voluntary arrangement in which one job is shared amongst employees.
  - (ii) Employees may job share under this Award where WAMC approves it.
  - (iii) Job Share arrangements are required to be documented and agreed between the employees and WAMC.
  - (iv) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one employee were performing the job.
- (d) Casuals
  - (i) Rates
    - (1) Casuals shall be paid at the rate prescribed for the appropriate classification in Tables 1-3 in this Award, and in addition thereto 20 percent of such rate. This is calculated as follows:

A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 20%. This additional loading is deemed to include all amounts payable under the Annual Holidays Act, 1944, for annual leave. Casuals are not entitled to any paid leave or payment for public holidays except in accordance with the Public Holidays Clause 18(ii) in this Award. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
    - (2) For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed In the Overtime Clause 19 in this Award shall be payable on the casual rate.
  - (ii) Where ordinary hours of work for casual employees are 38 hours per week, the normal start times will be advised to employees by end of the previous shift.
- (e) Conversion of Casual Employment

- (i) A casual employee who has been engaged by WAMC on a regular and systematic basis for a sequence of periods of employment under this award during a period of 6 months has the right to elect to have their contract of employment converted to full-time or part-time employment.
- (ii) WAMC must give a casual employee notice in writing of the provisions of Clause 9(e)(i) within four (4) weeks of the right to elect accruing.
- (iii) The employee retains their right of election under the clause even if WAMC fails to comply with Clause (ii).
- (iv) A casual employee who does not, within four (4) weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.
- (v) Any casual employee having rights under this clause upon receiving notice under Clause (ii), or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to WAMC that they elect to convert their contract of employment to full-time or part-time employment. Within four (4) weeks of receiving such notice WAMC must either consent to or refuse the election but must not unreasonably so refuse.
- (vi) An employee who has worked on a full-time basis throughout the periods 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 part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between WAMC and the employee.
- (vii) Subject to Clause (vi) where a casual employee has elected to convert to full-time or part-time employment, WAMC and the employee must discuss and agree upon:
  - (1) whether the employee will become a full-time or a part-time employee and 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 as provided for in Clause 7(b)(i).
  - (2) A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with WAMC.
- (f) Fixed Term/Task/Contract Employees

In the event that an operational requirement is identified, fixed term employees may be considered. This may include operational requirements due to the following reasons which may include but not be limited to special events, abnormal circumstances and identified long term employee absences which required additional coverage, the company may employ a person on a full-time or part-time basis on a fixed term contract to cover that period of time.

## **9. Hours of Employment**

- 9.1 Subject to subclauses 9.3 and 9.4 and the Afternoon and Night Shift Clause 11.1(b) of this award, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days. Where there is agreement between WAMC, the majority of affected employees and the union, the ordinary hours of work may be up to 9.5 hours per day. Where a change in roster is proposed WAMC will consult with the affected employee and the Union. Such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
- 9.2 The suitability of the application of RDOs and flexible rosters will be site specific and based on the following considerations:

- (a) The operational requirements of the business;
  - (b) The commercial requirements of the business;
  - (c) The circumstances of affected employees.
- 9.3 An employee who works ordinary hours on a Saturday and/or Sunday must have two (2) consecutive days off (unless they are worked as overtime).
- 9.4 Employees who are wholly engaged at a landfill may:
- (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
  - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees do not have to work Sunday as an ordinary day but should an employee agree to this change, it will form part of that employee's contract of employment.

WAMC shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the lunch room, but such times shall not be altered unless the employees so affected are given seven (7) days' prior notice of such alteration; provided that in special circumstances, WAMC may, upon giving to the employees a minimum of twelve hours' notice, alter the commencing times of employees.

#### **10. Start and Finish Times**

- 10.1 Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.
- 10.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when the ordinary hours as applied in accordance with Clause 9, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.
- 10.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.
- 10.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for their ordinary hours of work shall be paid only for the actual hours worked.
- 10.5 WAMC may only alter the time and place fixed in accordance with this clause, by notice posted for seven (7) days at the workplace or other agreed starting place, provided that the start time may be changed where it is necessary for reasons beyond WAMC's control by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.
- 10.6 Time spent by employees washing up shall not count as time worked after the completion of work.

#### **11. Afternoon and Night Shift Work**

- 11.1 For the purposes of this clause:
- (a) "Afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4:00pm to midnight inclusive on any Monday to Sunday.

- (b) "Night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4:00am inclusive on any Monday to Sunday.
- 11.2 Employees who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- 11.3 Employees who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of 30% in addition to their ordinary rate of pay.
- 11.4 Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- 11.5 Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses 9.3, 9.4 and 9.5 of the Hours of employment clause in this award.
- 11.6 Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

## 12. Meal Times

Employees shall be allowed a break for a meal each day of not more than one (1) hour's duration which shall be taken, as far as practicable, within a period of five (5) hours of commencing work; provided that such arrangement may be altered by agreement between WAMC and the employees

## 13. Payment of Wages

- 13.1 The official pay day will be Wednesday.
- 13.2 The processing of wages shall be as follows:

Wages shall be paid weekly by electronic funds transfer. Wages shall be generated for disbursement on the Monday (except where a public holiday falls on the Monday in which case processing will be deferred until the Tuesday), and will include payment for all approved hours worked by employees for the previous week, Monday to Sunday inclusive, as recorded in the Mitrefinch system.

- 13.3 No employee should have the pay day changed unless given at least seven (7) days' notice.

## 14. Public Holidays

- 14.1 The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day (25th December) and Boxing Day, together with any other days or half days which may be proclaimed as gazetted holidays.
- (a) Weekly Employees - All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid at the ordinary rate of pay for a rostered working day multiplied by two and one-half (2½) with a minimum payment as for 7 hours 36 minutes. For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for 7 hours 36 minutes work.
- (b) Casual Employees - For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay multiplied by two and one-half (2½) with a minimum payment as for 7 hours, 36 minutes, and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for 7 hours, 36 minutes.

- 14.2 In any week during which a holiday is observed on any day Monday to Friday inclusive, the ordinary working time of such week shall be reduced by eight (8) hours for each holiday occurring.
- 14.3 No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday, provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.
- (NOTE: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)
- 14.4 For the purposes of this Award, 'Christmas Day' shall be 25 December in each year.
- 14.5 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 in this Award for the employee concerned by 38.
- 14.6 Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

### 15. Overtime

- 15.1 All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- 15.2 When an employee is called upon to work overtime on a week day and works 2 or more hours of such overtime, such employee shall be supplied by WAMC with a suitable meal or be paid the sum specified in Table 3 of this Award in lieu thereof. Thereafter for every further four (4) hours of overtime worked a further meal shall be provided or a further meal allowance paid in lieu thereof.
- 15.3 When an employee is called upon to work overtime on weekends, a meal allowance will be paid after the first two hours of work and then after a further 4 hours continuous work. The maximum number of meal allowances that are payable on any weekend day is two per day.
- 15.4 An employee may be directed by WAMC to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (b) any risk to employee health and safety;
  - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
  - (d) the notice (if any) given by WAMC regarding the working of the overtime, and by the employee of their intention to refuse overtime; and
  - (e) any other relevant matter,
- 15.5 Payment for overtime shall be made only where the employee works authorised. (i.e. approved or directed) overtime.
- 15.6 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 In this Award for the employee concerned by 38.

**16. Time Off in Lieu of Payment for Overtime**

- 16.1 An employee may elect, with the consent of WAMC, to take time off in lieu of payment for overtime at a time or times agreed with WAMC within twelve (12) months of the said election.
- 16.2 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.
- 16.3 If, having elected to take time as leave in accordance with paragraph (a) above, and the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 16.4 Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the Award.
- 16.5 Time off in lieu shall be taken at a time mutually suitable to WAMC and the employee.

**17. Saturday and Sunday Work**

- 17.1 An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- 17.2 An employee who is required to commence work on a Saturday at 12 noon or thereafter, other than an employee working an ordinary shift, shall be paid at double time for all time worked in lieu of the rate prescribed in paragraph (a) of this subclause,
- 17.3 An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four (4) hours' work at the appropriate rate of pay, whether the employee works for that period of time or not.
- 17.4 For all work performed on Easter Sunday, the rate of double time and one-half shall be paid with a minimum payment as for four (4) hours, provided that such work continues until the employee is released from duty by WAMC.
- 17.5 The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed in Tables 1 and 2.

**18. Recall**

- 18.1 An employee recalled to work overtime after leaving WAMC's business premises shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job the employee was recalled to perform is completed within a shorter period.
- 18.2 This subclause shall not apply in cases where it is customary for an employee to return to WAMC's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

**19. On Call (Stand-By)**

When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made in accordance with Table 3 Allowances.

## **20. Mixed Functions**

- 20.1 Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
- (i) where the time worked is less than 4 hours, the employee will be paid the higher rate for the time worked; and .
  - (ii) where the time worked is 4 hours or more, the employee will be paid the higher rate for the whole day
- 20.2 When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

## **21. First Aid Allowance and Emergency Transportation**

- 21.1 An employee appointed as a First Aid Officer shall be paid a First Aid Allowance at the rate appropriate to the qualifications held by such employee as specified in Table 3 in this award.
- 21.2 The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave, which exceeds four weeks.
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 In the event of any serious accident happening to any employee or casual employee whilst on duty at no cost to the employee, WAMC shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

## **22. Allowance. Payable for Use of Private Motor Vehicle**

An employee who, with the approval of the WAMC, uses a private motor vehicle for work shall be paid an appropriate rate of allowance as provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

## **23. Compensation for Loss Or Damage to Private Property**

- 23.1 If damage or loss of the employee's private property occurs during the course of employment and a Workers compensation claim is rejected, WAMC may compensate an employee for damage or loss to private property.
- 23.2 For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing aid, and tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

## **24. Absence from Work**

- 24.1 An employee must not be absent from work unless reasonable cause is shown.
- 24.2 If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and WAMC shall deduct from the pay of the employee the amount equivalent to the period of the absence.
- 24.3 The minimum period of leave available to be granted shall be a quarter day, unless agreed between the employee and WAMC to allow for a lesser period to be taken.
- 24.4 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.



- 24.5 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

### **25. Driver's Licence**

Where an employee's role requires them to hold a current licence, the following shall apply:

- (a) Upon request, the employee will produce a copy of the licence to WAMC.
- (b) Employees must immediately notify WAMC of any situation which may result, or has resulted, in a variation, suspension or cancellation of their licence.
- (c) Where an employee is unable to meet the requirements of their classification, through the suspension or cancellation of that employee's licence, that employee's services may be terminated.

### **26. Anti-Discrimination**

It is the intention of the parties bound by this award to seek to achieve the objectives of the relevant State and Federal legislation to prevent and eliminate discrimination in the workplace. This includes but is not limited to discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

### **27. General Induction Program**

WAMC conducts a site induction program to familiarise new employees with specific site safety requirements, job and WAMC's requirements and conditions of employment.

### **28. Safety Induction Training**

- 28.1 The purpose of this clause is to:
- (a) ensure that employees are certified as competent to a recognised industry standard.
  - (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- 28.2 Employees must complete the training set out in paragraph 30.1) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training.
- 28.3 WAMC's obligations under subclauses 30.1 and 30.2 above will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- 28.4 If an employee or prospective employee is required to undergo training pursuant to subclause 30.1 above, either prior to or after commencing employment, WAMC will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including but not limited to allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as a result of attendance at training provided pursuant to subclause 30.1 above.

### **29. Code of Ethics and Conduct**

- 29.1 Staff are required to become familiar with the WAMC Code of Ethics and Conduct.
- 29.2 Staff are required to abide by this Code and perform their duties In accordance with the spirit and intent of the Code of Ethics and Conduct.

### **30. Workplace Health, Safety and Environment Commitment**

The Department and its employees are committed to ensuring the highest standards of workplace health and environmental safety for all employees at workplaces. The employer and employees will work together in developing, implementing and maintaining systems of work designed to:

Provide safe and healthy work environments

Promote a safety conscious work culture

Eliminate or minimise hazards

Provide appropriate information, instructions and training for employees

Provide and use appropriate protective clothing

Maintain and care for equipment

Provide and participate in safety programs and initiatives

Report all injuries on the day of occurrence to the immediate Supervisor/Manager

Report all incidents on the day of occurrence to the immediate Supervisor/ Manager

### **31. Transfer to Available Work**

- 31.1 Should there be an oversupply of labour due to completion of contracts, a general downturn of industry, where insufficient work exists, or for any other justifiable reason, WAMC may transfer an employee to another location within the Greater Sydney metropolitan area where there is available work.
- 31.2 The transfer can be for a temporary, fixed or on a permanent basis.
- 31.3 The employee shall be consulted and be provided with an opportunity to discuss with WAMC their specific circumstances. Such consultation shall provide the employee with an opportunity to consider any proposed transfer to available work being offered by WAMC. This consultation is to occur prior to any decision being made by WAMC.
- 31.4 WAMC shall consider any personal circumstances of the employee before implementing a decision resulting from 33.2 above.

### **32. Closedown Provisions**

- 32.1 Where WAMC has a requirement for operational, mechanical, health, safety and/or environment to temporarily close down a site or part of it, the following shall apply:
  - (a) WAMC commits to communicate and consult with affected employees and the Union regarding the implementation of a close down. WAMC will advise affected employees as soon as practically possible;
  - (b) WAMC will advise employees and the Union as soon as practical and will not provide less than four (4) weeks' notice;
  - (c) WAMC undertakes where an annual close down is required to utilise the resources of the employees on site wherever possible;
  - (d) WAMC will transfer employees to alternative sites wherever possible provided that the employees can be utilised at the alternative sites;

- (e) WAMC may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
- (1) An employee who has accrued sufficient leave to cover the period of the close down is allowed leave and also paid for that leave at the appropriate wage in accordance with Clause 4; and
  - (2) An employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
  - (3) Any leave taken by an employee as a result of a close down pursuant with this clause also counts as service by the employee with their employer; and
  - (4) WAMC may only close down the enterprise or part of it pursuant with this clause for one or two separate periods in a year; and
  - (5) If WAMC closes down the enterprise or part of it pursuant with this clause in two separate periods, one of the periods must be for a period of at least seven (7) consecutive days, including non-working days; and
  - (6) WAMC and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant with this clause for three separate periods in a year provided that one of the periods is a period of at least seven (7) days, including nonworking days; and
  - (7) WAMC may close down the enterprise or part of it for a period of at least seven (7) days, including non-working days, and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

32.2 The total combined close down period as outlined in subclauses 32.1(e)(6) and 32.1(e)(7) shall not exceed 10 consecutive annual leave days.

### **33. Grievance and Dispute Handling Procedures**

- 33.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the department, if required.
- 33.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 33.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- 33.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 33.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary or delegate.
- 33.6 The Secretary or delegate may refer the matter to the IR Branch, NSWIR for consideration.

- 33.7 If the matter remains unresolved, the Secretary or delegate shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 33.8 A staff member, at any stage, may request to be represented by their Union.
- 33.9 The staff member or the Union on their behalf or the Secretary or delegate may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 33.10 The staff member, Union, Department and IR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 33.11 Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### **34. Consultation**

- 34.1 Employer to notify
- 34.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- 34.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 34.2 Employer to discuss change
- 34.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 34.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 34.1.
- 34.2.3 For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 34.3 Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.

**35. Area, Incidence and Duration**

- 35.1 This award applies to all staff of the Department of Finance and Services attached to the Waste Assets Management Corporation in the classifications listed in Table 1 and Table 2 of Part B, Monetary Rates.
- 35.2 This award shall take effect from the beginning of the first pay period to commence on or after 15 September 2013 and remains in force for a period of 12 months' or until varied or rescinded.

**PART B**

**MONETARY RATES**

**Table 1 - Rates of Pay Landfills**

Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification - Grade Includes those employees engaged in the operations associated with transfer stations.		Weekly rate First Full pay period on or after 15 September 2013
Depot Hand - 1	Litter control, cleaning, pump operation, Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater wheel wash resource recovery. and general duties	\$947.67
Operator - 2	All previous + competent packer & fixed plant operation	\$950.43
Operator - 3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to a manufacturer's classification of 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < a manufacturer's classification of 3.5 tonnes or tractor/slasher and associated attachments.	\$962.90
Operator - 4	All previous + excavator greater than a manufacturer's classification of 10 tonnes and less than or equal to a manufacturer's classification of 20 tonnes	\$976.84
Operator - 5	All previous + Shredder Operator	\$996.37
Operator - 6	Ticketed and assessed for dozers up to Caterpillar 09 or equivalent capacity, graders, dump trucks, compactors, rollers, scrapers, excavator greater than a manufacturer's classification of 20 tonnes	\$1,180.31
Operator - 7	All the above + operate dozers equal to or larger than a Caterpillar 010 or equivalent capacity.	\$1,189.57
<b>Weighbridge</b>		
Weighbridge Trainee - 1	Trainee weighbridge, checklist requirements	\$911.22
Weighbridge - 3	Weighbridge Operator, including data entry	\$962.90
Weighbridge - 5	Weighbridge operator- additional duties including all of: ordering, run sheet/data input, site fuel control, training (not including induction training) compliance and data entry, contacting replacement employees.	\$996.37
<b>Allowances - supervisory allowances subject to operational and commercial requirements</b>		
Leading Hand	Paid when having direct responsibility for over 3 and up to 8 other employees. In order to receive this allowance, any employee required to perform the duties of Leading Hand will be required to be the first point of contact for issues that arise during the working day. The Leading Hand will determine appropriate action or seek advice from a Supervisor or Manager if unclear as to an appropriate action to take.	\$32.55pw

Assistant Supervisor	Paid when having direct responsibility for over 8 employees. In order to receive this allowance, any employee required to perform the role of Assistant Supervisor will have most (if not all) of the competencies to perform the roles under their supervision and has the relevant licences required to perform this role; or has demonstrated ability to attain these competencies within a defined time. The duties of an Assistant Supervisor include: <ul style="list-style-type: none"> <li>• Provide a first point of contact for issues that arise;</li> <li>• Assist with the delegation of work;</li> <li>• Assist with reporting, incident investigations;</li> <li>• Assist with ensuring adherence to WAMC's customer service standards;</li> <li>• Support the application of safety standards in the work area</li> </ul>	\$65.10 pw
Site Supervisor	Paid at the highest applicable rate for the group of employees that is being supervised and weekly allowance. To receive this allowance, any employee required to perform the duties of Supervisor has all the competencies to perform the roles under their supervision and has the relevant licences required to perform this role. The duties of a Supervisor include but are not limited to: <ul style="list-style-type: none"> <li>• Delegate work on a day-to-day basis;</li> <li>• Carry out tasks such as reporting, incident investigations;</li> <li>• Oversee adherence to WAMC's customer service standards;</li> <li>• Ensure safety standards are applied in the work area;</li> <li>• General administrative functions</li> </ul>	\$162.75pw

\*These rates are all-inclusive of all rates and allowances specified in the Waste Management Award 2010.

\*All employees are required to perform the duties applicable to their level of work, as well as work of lower classifications from time to time.

#### Payments:

Over the term of this Award WAMC will pay the applicable Weekly Base Rate from the first full pay period commencing on or after the dates in this schedule based upon employees commitment to implement productivity and operational improvements from the first full pay period commencing on or after the dates in this table.

#### Productivity and Operational Improvements:

Employees and Management will work together to achieve the following specific targets, without increasing resources;

1. An improvement in Lost Time Injury Frequency Rate (LTIFR) to <10;
2. Improved Resource Recovery;
3. Achieve the targeted compaction rate for the site;
4. Achieve targeted turnaround times of <20 minutes at landfill operations.

Operational Improvements which shall include but are not limited to:

5. Employees will work with management to implement health and safety programs to avoid lost time. These initiatives will include but are not limited to:
  - a. Verbally report all Injuries on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
  - b. Verbally reporting all incidents on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
  - c. participating in OH&S consultative committees,
  - d. advising treating doctors of WAMC's return to work programs,
  - e. working with management to prepare return to work programs in the event of a lost time incident;
  - f. being available to meet with the supervisor/Manager for injury / incident discussion prior to ceasing duty (except where urgent medical attention is required).
6. Employees will support WAMC's Integrated Management System.
7. Work with management to achieve compaction targets for each landfill. Where applicable utilize new technology to monitor compaction and modify work practices for operating machinery to achieve targeted compaction rates.

**Table 2 - Rates of Pay WAMC Engineering Trades**

WAMC Classification Level	Weekly Rate
Leading Hand Mechanic	\$1347.36
Mechanic	\$1347.36
Trades Assistant	\$963.09

These rates are all inclusive and cover all allowances and special rates covered in previous agreements and awards, unless otherwise specified in this Award.

**Table 3 - Allowances**

Allowances		Weekly amount
Mechanic Supervisor	Responsible for supervising a designated work group, allocating and controlling work and completing necessary administrative tasks.	\$109.34 per week
Tool Maintenance	Supply and maintain a personal toolkit to the level agreed with the supervisor	\$21.87 per week
Meal Allowance	This allowance is paid when a meal allowance is required in accordance with this Award	\$14.21 per meal period
First Aid Allowance	This allowance is paid to nominated employees who are trained and qualified to render first aid.	\$17.94 per week

Explanatory Notes in relation to Tables 1 - 3:

All rates in Tables 1 and 2 incorporate the Disability Allowance and Additional Sick Leave Allowances.

I. TABBAA, Commissioner

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## CROWN EMPLOYEES (INDEPENDENT PRICING AND REGULATORY TRIBUNAL 2012) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 262 of 2013)

Before The Honourable Justice Boland, President

6 August 2013

### VARIATION

1. Insert after paragraph 13.3.2 of clause 13, Salaries of the award published 27 July 2012 (373 I.G. 44), as varied the following new paragraph.

13.3.3 2.27% from the first full pay period on or after 1 July 2013.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Salaries**

Salary rates apply from the first full pay period to commence on or after the dates in the column headings:

		1 July 2011 per annum \$	1 July 2012 per annum \$	1 July 2013 per annum \$
IPART Officer A	Year 1	46,691	47,858.28	48,945
	Year 2	49,933	51,181.33	52,343
	Year 3	53,175	54,504.38	55,742
IPART Officer B	Year 1	57,066	58,492.65	59,820
	Year 2	60,308	61,815.70	63,219
	Year 3	63,551	65,139.78	66,618
IPART Officer C	Year 1	68,090	69,792.25	71,377
	Year 2	71,334	73,117.35	74,777
	Year 3	74,575	76,439.38	78,175
IPART Officer D	Year 1	79,762	81,756.05	83,612
	Year 2	83,006	85,081.15	87,012
	Year 3	86,247	88,403.18	90,410
IPART Officer E	Year 1	92,083	94,385.08	96,528
	Year 2	95,326	97,709.15	99,927
	Year 3	98,569	101,033.23	103,327
IPART Officer F	Year 1	105,053	107,679.33	110,124
	Year 2	108,295	111,002.38	113,522
	Year 3	111,537	114,325.43	116,921
IPART Officer G	Year 1	118,671	121,637.78	124,399
	Year 2	121,914	124,961.85	127,798
	Year 3	127,798	130,992.95	133,966
IPART Officer H	Year 1	132,937	136,260.43	139,354
	Year 2	136,179	139,583.48	142,752
	Year 3	139,423	142,908.58	146,153

IPART Officer I	Year 1	147,852	151,548.30	154,988
	Year 2	151,096	154,873.40	158,389
	Year 3	154,337	158,195.43	161,786

3. This variation shall take effect from the first full pay period commencing on or after 1 July 2013.

R. P. BOLAND J , *President*

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**RIVERINA WATER COUNCIL ENTERPRISE AWARD 2013**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 876 of 2013)

Before The Honourable Justice Boland, President

7 November 2013

**AWARD**

Clause No.	Subject Matter
1.	Title
2.	Coverage and Parties
3.	Date and Period of Operation
4.	Objectives
5.	Future Negotiations
6.	Enterprise Agreements
7.	Workplace Arrangements and Consultative Process
8.	Workplace Change and Redundancy
9.	Grievance and Disputes Resolution Procedure
10.	Terms of Employment
11.	Disciplinary and Counselling Procedure
12.	Part Time Employment
13.	Term Contracts
14.	Casual Employees
15.	Job Share Employment
16.	Appointments and Grading
17.	Alternative Duties and Functions
18.	Hours of Work
19.	Flexibility for Work and Family Responsibilities
20.	Shift Work
21.	Payment
22.	Salary Sacrifice
23.	Superannuation Fund Contributions
24.	Overtime
25.	Pre-arranged overtime
26.	On Call
27.	Call Back
28.	Meal Time and Allowances
29.	Sick and Carer's Leave
30.	Annual Leave
31.	Long Service Leave
32.	Paid Maternity Leave
33.	Supporting Parent Leave
34.	Family Violence
35.	Phased Retirement
36.	Union Picnic Day
37.	Award Holidays
38.	Jury Service
39.	Bereavement Leave
40.	Trade Union Leave
41.	Leave Without Pay
42.	Travelling Allowance

43. Certificates and Licences
44. Private Motor Vehicle - Allowances
45. Civil Liability - Engineering Professionals
46. Training
47. Supply of Residence By Employer
48. Living Away Allowance
49. Wet Weather
50. Health and Safety
51. Tool Allowance
52. Telephone
53. Expenses
54. Out Sourcing
55. Classifications and Rates of Pay
56. Superannuation - Additional
57. Employee Loyalty/Attendance Bonus
58. Safety Bonus
59. No Extra Claims
60. Breach of Award

APPENDIX A - ANTI DISCRIMINATION CLAUSE

APPENDIX B - RATES OF PAY

APPENDIX C - ALLOWANCES

### **1. Title**

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2013 (hereinafter referred to as the "Award").

### **2. Coverage and Parties**

This Award shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff.

Where the Riverina Water Enterprise Award 2013 is silent the current Local Government (State) Award 2010 and its successor shall prevail.

The parties to this Award are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airline s & Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch; and the Association of Professional Engineers, Scientists and Managers, Australia.

### **3. Date and Period of Operation**

This Award shall commence on and from 1 July 2013 and shall remain in force up until 30 June 2016. This Award may be varied or rescinded:

- (i) At any time with the mutual consent of all parties to the Award;
- (ii) At any time by the Industrial Relations Commission of New South Wales if the Industrial Relations Commission of New South Wales considers that it is not contrary to the public interest to do so and that there is a substantial reason to do so;
- (iii) At any time by a court or tribunal in accordance with applicable employment law.

This Award shall cease to have force and effect on 30 June 2016.

This Award shall rescind and replace the Riverina Water County Council Award 2010, published 29 June 2012 (372 I.G. 1135).

#### 4. Objectives

- (i) The agreed objectives of this Award are:
- (a) To continue co-operation with Riverina Water to achieve its management plan objectives and strategies and improve productivity by taking action to reduce water wastage and ensuring pump power usage efficiency and early detection and repair methods; ensuring customer relations strategies and level of service strategies are met by delivering high quality attention and action in service to customers; taking action to reduce operating and maintenance costs; being responsible in environmental matters.
  - (b) To continue development of the highest quality training, career opportunities and work health and safety programs and policies.
  - (c) To continue delivery of quality customer service and continuous improvement programs.

Recognition of the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.

Provision of terms and conditions of employment in conjunction with operational policies and procedures.

#### 5. Future Negotiations

At least three months before the expiry of this Award the parties are to commence negotiations for a replacement enterprise award.

#### 6. Enterprise Agreements

The parties to this Award recognise that enterprise agreements and/or Council agreements may be entered into for alternative provisions to those in this Award.

#### 7. Workplace Arrangements and Consultative Process

##### A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at Riverina Water County Council which shall:

- (i) provide a forum for consultation between council and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.
- (iii) The term 'consultation' is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision.

##### B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch and the Association of Professional Engineers, Scientists and Managers, Australia and such agreement shall not be unreasonably withheld.

- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at council.
- (iii) Officers of the union(s) or Local Government NSW may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

#### C. SCOPE OF CONSULTATIVE COMMITTEE

- (i) The functions of the consultative committee shall include:
  - (a) Award implementation
  - (b) training
  - (c) consultation with regard to organisation restructure
  - (d) job redesign
  - (e) salary systems
  - (f) communication and education mechanisms
  - (g) performance management systems
  - (h) changes to variable working hours arrangements for new or vacant positions
  - (i) local government reform
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award, Clause 11- Disciplinary and Counselling Procedure.

#### D. MEETINGS AND SUPPORT SERVICES

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to council should note the dissenting views.
- (ii) The consultative committee shall meet as required.

### **8. Workplace Change and Redundancy**

- (i) Council's Duty to Notify
  - (a) Where Council has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
  - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

- (ii) Council's duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a decision has been made by the Council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where Council has made a decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i)(a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly affected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the Council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the Council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(v) Notice of Termination

- (a) Four weeks' notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years' service, where 5 weeks' notice shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
  - (1) Three (3) months' notice of termination; or
  - (2) Payment in lieu of the notice in Sub Clause (1) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The full notice period in Sub Clause (1) above shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this award, regardless of whether part payment in lieu thereof is provided.

## (vi) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to Sub Clause (v) of this clause, the employee shall be entitled to the following:

Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and less than 15 years	34 weeks pay
15 years and less than 20 years	38 weeks pay
20 years and thereafter	an additional two weeks per annum to a maximum of 52 weeks.

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Council the employee shall provide proof of attendance at an interview.
- (ix) A redundant employee shall be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice, and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to 12 months from their termination of service with the council or until the employee secures alternative employment, whichever is the sooner.
- (x) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (xi) The council shall, upon receipt of a request from an employee to show employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.



- (xiv) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xv) Subject to an application by the Council and further order of the Industrial Relations Commission on New South Wales (or such other person or body agreed to by all parties to the Award), Council may pay a lesser amount (or no amount) of severance pay than that contained in Sub Clause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with twenty years' service or more and council from agreeing to further severance payments.

### **9. Grievance and Disputes Resolution Procedure**

- (i) The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship.

Step 1: The grievance or dispute should firstly be discussed between the employee or employees concerned and the relevant immediate area or unit supervisor.

Step 2: If the matter is still not settled, the nature of the grievance or dispute and the remedy sought should be put in writing and submitted to the relevant immediate area or unit supervisor who shall arrange a conference with senior management and if requested, the employee/s representative.

Steps 1 and 2 should be completed within five days.

Step 3: If the matter is still not settled, a conference should be held if requested by the employee/s, between an Official of their union and Riverina Water's appointed representative.

Step 3 should be arranged within five days.

Step 4: If the matter is still not resolved, Riverina Water and the employee/s may refer the matter to an agreed mediator for a mediation conference which should be attended by the employee and if requested their union representative and a person with appropriate authority from Riverina Water. The costs of the mediation shall be borne by Riverina Water.

The mediation conference is to not be held in a legalistic manner and shall be approached by all to bring about an agreed solution; the mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.

If a settlement is reached, the terms of settlement shall be written down and signed by both parties and the mediator before the mediation conference is terminated and it should be binding on the parties and enforceable.

Either party may terminate the mediation conference, in writing at any time.

Step 5: If the matter is still not settled either party may apply to the Industrial Relations Commission to enable the matter to be settled by conciliation/arbitration.

- (ii) At the request of the employee/s, their union and Riverina Water may agree in stating a case for the opinion of the Commission on arising out of the employer-employee relationship. The parties will use this procedure to resolve grievances and disputes.
- (iii) While a dispute is being dealt with under the dispute resolution procedure the status quo is to be maintained; that is the situation that existed immediately prior to the issue that gave rise to the dispute.

While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.

- (iv) This procedure shall not prevent Riverina Water, or if the employee/s request their union making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

### **10. Terms of Employment**

- (i) Probationary Periods

Riverina Water, when offering employment may include a probationary period of employment of up to three months (with scope for extension of the probationary period up to a further three months) in the letter of offer of employment. Where the period of probation is extended, the employee shall be given the reasons in writing.

- (ii) Termination of Employment

- (a) Notice of Termination

Riverina Water shall give to an employee and an employee shall give to Riverina Water notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual agreement.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Riverina Water if the full notice or part notice is not given. If the employee fails to give notice or gives incomplete notice, Riverina Water shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct justifying instant dismissal, casual employees, or temporary employees at the end of their period of temporary employment.

- (b) Statement of Employment

Riverina Water shall, on request from an employee ceasing employment, give the employee a written statement specifying the period of employment, the employee's classification and the type of work performed by the employee.

- (iii) Time off Work During the Period of Notice

An employee working during notice of termination shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Riverina Water. Further time off may be granted at Riverina Water's discretion.

### **11. Disciplinary and Counselling Procedure**

- A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.

- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

## B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
  - (a) Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
  - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
  - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
  - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
  - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 10(ii) - Termination of Employment.
- (v) Be entitled to request the presence of a union representative at any stage.

## C. Procedures

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

#### D. Penalties

After complying with the requirements above, council may:

- (i) Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
- (ii) Suspend an employee without pay from work for a specified period of time.
- (iii) Terminate the employment of the employee.

### **12. Part Time Employment**

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18 - Hours of Work of this Award.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
  - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - (b) The nature of the work to be performed.
  - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
  - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
  - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours, the provisions of Clause 24 - Overtime shall apply.

- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.

An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

### **13. Term Contracts**

- (i) A council may only employ a person on a term contract of employment in the following situations:
- (a) For the life of a specific task or project that has a definable work activity, or
  - (b) To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
  - (c) To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
  - (d) To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
  - (e) To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
  - (f) To trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
  - (g) To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
  - (h) To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).
  - (i) Not to be paid less than the rate of pay set in the salary system for that position.
  - (j) Such a term contract position shall not be used to replace an existing position, except in the instances identified in sub paragraphs (c),(d) and (g) above.
  - (k) Any position that extends beyond 12 months shall be reviewed by the consultative committee.
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 July 2013 may continue until the expiry of their fixed or maximum term.

### **14. Casual Employees**

- (i) A casual employee shall mean an employee engaged on a day to day basis.

- (ii) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18 - Hours of Work.
- (iii) Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by Clause 24 - Overtime, Subclause (iii). The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at Clause 18 - Hours of Work, Subclause (i) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to Clause 24(i) and (ii), a casual employee will not be offered to work overtime in a position held by a permanent employee of council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 18 - Hours of Work.
- (vi) In addition to the amounts prescribed by Subclause (ii) of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the Award. Casual loading is not payable on overtime.
- (vii) Casual employees engaged on a regular and systematic basis shall:
  - (a) Have access to annual assessment under council's salary system.
  - (b) Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- (viii) A casual employee shall not replace an employee of council on a permanent basis.
- (ix) Carer's entitlements shall be available for casual employees as set out in Subclause (vi) of Clause 29 - Sick and Carer's Leave, of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in Subclause (ii) of Clause 39 - Bereavement Leave, together as set out in Clause 34 - Family Violence, of this Award.

### **15. Job Share Employment**

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
  - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
  - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
  - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 18 - Hours of Work, of this Award.
  - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.

- (v)
  - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
  - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours the provisions of Clause 24 - Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
  - (a) Job sharers shall have access to all provisions of this Award including training and development.
  - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
  - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
  - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (viii) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (ix) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

#### **16. Appointments and Grading**

- (i) Appointment and, promotion shall be subject to:
  - (a) The employee's satisfactory performance of duties and functions, and
  - (b) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position.

The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
- (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.

- (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.
- (vi) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
  - (a) Request in writing the reasons as to why they were not appointed; and
  - (b) Upon such request council shall provide the reasons in writing.

### **17. Alternative Duties and Functions**

- (i) Where Riverina Water requires, an employee shall perform work, duties and functions of or incidental to any classification for which the employee is competent.

- (ii) Equal and Lower Paid Work

An employee required to perform work of equal or lower payment shall not be paid less than the employee's usual ordinary rate of pay.

- (iii) Higher Paid Work

Where an employee is required to perform work of a higher graded position for a nominated period they shall be paid the appropriate rate of pay for that position determined by the manager considering skills, experience and competency in accordance with the salary system and shall not be less than the competent level of the higher graded position. Filling a higher grade position will be a requirement determined by a manager.

An employee shall not act in a higher position for more than three months except in case of relieving an employee on leave.

- (iv) Higher Pay - Award Holidays

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, the higher payment shall also apply to the holiday or group of holidays.

- (v) Higher Pay - Periods of Leave

An employee shall not be paid higher pay for periods of leave unless the employee has acted in the position for at least three months.

- (vi) Higher Paid Work - Periods of Training

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training and the training is in concert with at least one other employee and does not exceed three months in the aggregate.

- (vii) Where a position has become vacant and is occupied on a temporary basis for more than three months, it shall be advertised.

### **18. Hours of Work**

- (i) Spread of Hours

Riverina Water and its employees agree that there are three fundamental objectives to consider in determining how an employee's working hours are to be structured under this award:



- (a) the most efficient production and delivery of the service; (b) the most effective way of servicing the customer; and
- (c) the most effective way of meeting employees needs for satisfying work, personal development, health and workplace safety.

The ordinary hours for employees shall be worked between 6.00 am and 6.00 pm Monday and Friday inclusive and shall not exceed twelve hours in any one day, exclusive of unpaid meal breaks. The spread of ordinary hours may be altered by mutual agreement between Riverina Water and employees.

(ii) Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be as determined by Riverina Water in consultation with the employees concerned.

(iii) Ordinary Hours of Work

- (a) The ordinary hours of work for employees engaged in positions with functions of Administration, Professional Engineering, Engineering Assistant, Environmental Officer, Drafting or Finance, shall be thirty five per week arranged on a weekly basis or the basis of seventy per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty five hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (b) The ordinary hours of work for all other employees not covered in (a) above shall be thirty eight per week arranged on a weekly basis or the basis of seventy six per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and fifty two on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty eight hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (c) In cases where an employee's rostered day off falls on an award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty five or thirty eight as appropriate for the employee concerned.

(v) Alternative Arrangements

Alternative arrangements to those in this clause may be entered into by mutual agreement between an employee or group of employees and Riverina Water.

(vi) Disturbance

Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation.

Riverina Water commits to request staff log their significant phone use, including disturbances, over a period of 3 months, commencing 1 October 2013.

Based on the findings of this study, Riverina Water commits to developing a way of remunerating staff that have to respond as above.

### **19. Flexibility for Work and Family Responsibilities**

- (i) A council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. A council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- (ii) Flexible work and leave arrangements include but are not limited to:
  - (a) make up time;
  - (b) flexi time;
  - (c) time in lieu;
  - (d) leave without pay;
  - (e) annual leave;
  - (f) part-time work;
  - (g) job share arrangements;
  - (h) variations to ordinary hours and rosters;
  - (i) purchased additional annual leave arrangements according to Council's Leave Policy; and
  - (j) arrangements to accommodate breastfeeding women.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

### **20. Shift Work**

#### **Shift Worker Definition**

A shift worker is an employee who works on a roster, who over the roster cycle, works outside the normal spread of hours referred to in Clause 18(i).

#### **Shift Work**

For the purpose of this clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in the following ways.

Day Shift - any shift that starts after 6.00am and finishes before 4pm.

Afternoon Shift - any shift finishing after 4pm but no later than midnight  
Night Shift - any shift finishing before but no later than 6 am

12 hour Shift - any rostered shift with a 12 hour duration

Other than Day Shift each of the above shifts will attract a 30% shift allowance.

Consultation will occur on any proposed change to the shift roster or proposed increase in staff on a shift roster ahead of any decisions made in a view of reaching agreement.

- (i) Work within the basic 76 hours in each fortnight shall be paid at ordinary rates, with the following additional payments:
  - (a) Additional full time payment for work performed on Saturdays, Sundays.
  - (b) Additional full time payment x two (2) for work performed on an Award Holiday
- (ii) Where an Award holiday or part of it is worked, or coincides with a shift day off, the holiday shall be paid as an additional day at ordinary time.
- (iii) Annual Leave taken during shift rosters will be paid at ordinary time hourly rate.
- (iv) Sick, Careers and Bereavement leave taken during shift rosters will be paid at ordinary time hourly rate, plus additional payment and shift allowance if applicable.
- (v) Additional (replacement) shifts worked due to Sick, Careers and Bereavement leave will be paid at two (2) times ordinary rate (Extended leave for Sick, Careers and Bereavement leave greater than 2 shifts will need to be reviewed on a case by case basis).
- (vi) A shift worker whose shift or shifts are changed within a roster shall be paid at two (2) times ordinary rate for the first changed shift. This provision does not apply where seven (7) days' notice of change is given.
- (vii) If an additional fifteen (15) minute shift change-over occurs it shall be paid at double ordinary hourly rate of pay to the employee working the additional 15 minutes. This clause shall apply to the changeover between 12 hour shifts; otherwise the changeover period may be catered for during other shift arrangements by commencing the following shift earlier (and finishing earlier). A 15 minute changeover shall occur, if shifts do not overlap by at least 15 minutes.
- (viii) With the agreement of their supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed.
- (ix) Shift Plant Operators may be required to perform on-call duties, as part of the duties it may be required that the operator monitors the system on a regular basis. The on-call operator is also required to respond to any scada alarms received. The on-call operator will be paid according to the on-call clause contained in this agreement.
- (x) An employee/s working a 24 hour shift shall continue to be paid phone and electricity allowance.
- (xi) When shift work is required, it will be organised on the basis of two 7.6 hour shifts or two twelve (12) hour shifts per day. 7.6 hour shifts will be on a 14 day roster of seventy six (76) hours. Twelve (12) hour shifts will be on a twenty eight (28) day roster of one hundred and fifty six (156) hours (including four (4) hours overtime paid at double time).

## 21. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.

- (iii) In House Benefit: An employee may elect to receive an in house benefit in the form of a reduction in water accounts up to the annual maximum amount of fringe benefit free in house benefit specified under the Fringe Benefit Taxation provisions in lieu of receiving the equivalent amount in wages under this award.
- (iv) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

## **22. Salary Sacrifice**

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
  - Motor vehicles, supplied by council under a leaseback arrangement
  - Superannuation.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

## **23. Superannuation Fund Contributions**

Subject to the provisions of the Industrial Relations Act 1996, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

## **24. Overtime**

- (i) Requirement to Work Reasonable Overtime

- (a) Subject to paragraph (b) below, it shall be a condition of employment that employees shall be available to work reasonable overtime at overtime rates to meet the needs of Riverina Water.
- (b) 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.
- (c) For the purposes of paragraph (b) above, what is unreasonable or otherwise will be determined having regard to: Any risk to the employee;

The employee's personal circumstances including any family and carer responsibilities; The needs of the workplace;

The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

Any other matter.

(ii) Sixteen Hour working Period

- (a) An employee shall not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period.
- (b) The twenty four (24) hour period shall be calculated from the commencement time of the sixteen (16) hours worked.

(iii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

- (a) For overtime worked, Monday to Friday, Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.
- (b) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

(iv) Payment for Work on a Holiday

An employee who works on award holiday shall be paid as follows:

- (a) For any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) For any time worked before or after the usual ordinary hours of work, at double ordinary time rate of pay plus one half the ordinary time rate of pay until the employee is released from work.

(v) Time off In Lieu Of Payment

- (a) An employee may elect, with the consent of Riverina Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times mutually agreed. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.
- (b) Riverina Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual.

(vi) Standing By

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

(vii) Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Riverina Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(viii) Rest Period After Overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) The rest period after Overtime shall be as per the rest period after Call Out (see Clause 26(vi))
- (c) The above rest period provisions in (b) above shall not apply where an employee has worked planned overtime for a period less than two hours immediately before normal working hours.
- (d) Where an employee is entitled to a rest period and the rest period coincides with an award holiday or a rostered day off, the employee shall be entitled to defer starting work by time equivalent on the next ordinary day.

### 25. Pre-Arranged Overtime

An employee required to undertake pre-arranged between 11.00 pm and 5.00 am will be paid at a minimum of 2 hours at double time.

### 26. On Call

- (i) An employee is on call if Riverina Water requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work.
- (ii) An on call employee must be able to be contacted and respond to a call out within a reasonable time.
- (iii) An employee on call shall be paid an on call allowance at the rate set in of this award. The total amount of on call allowance in any one week shall not exceed the amount set in Table 1, APPENDIX C - ALLOWANCES of this award.
- (iv) On call work performed outside the usual hours of work shall be paid double the ordinary time rate of pay for the hours worked and from the time the employee responds to the call out. The minimum duration of a call out is deemed to be two hours if they are required to leave their residence to respond to the callout. Where the person does not have to leave their residence then a one hour minimum shall apply.
- (v) For each award holiday which an employee is on call, the employee shall be granted one day to be taken at a mutually agreed time.
- (vi) Rest period after call -out.

An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time or revise their finishing time, without loss of pay by a period equal to one and a half (1.5) times the actual time worked within those hours.

## 27. Call Back

- (i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.
- (ii) An employee working on call back shall be paid a minimum of four hours work at the appropriate overtime rate for each call back which is less than four hours. Any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payments. The minimum of four hours does not apply where the call back is continuous with an employee's usual hours of work, except as provided for in subclause (iv)(a) below. The overtime rate for call backs commences from the time the employee leaves to attend the call back.

- (iii) Rest Period after Call Back

The rest period after Call Back shall be as per the Rest Period after Call Out (see Clause 26(vi)) (iv) Call Backs running into normal working hours

- (a) Where a Call Back runs into normal working hours, a minimum of 4 hours will be paid at the appropriate overtime rate.
- (b) After working to the revised finishing time (see Clause 26(vi)) the employee may finish work for the day, or, if deemed fit, may continue until normal finish time. Time worked beyond the revised finish time will be paid at appropriate overtime rates.

## 28. Meal Time and Allowances

- (i) Meal Breaks

- (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
- (b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.

- (ii) Meal Times - Shift Workers

Shift workers shall be allowed in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly. This crib break shall only apply to the duty operator.

- (iii) Meal Times

The times fixed for the taking of meal breaks during ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Riverina Water's business.

- (iv) Working in Usual Break

An employee's usual time for the taking of a meal break may, by mutual agreement between Riverina Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

- (v) Overtime Meal Breaks

- (a) An employee required to work overtime for two hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in APPENDIX C - ALLOWANCES of this award. The allowance shall also be paid after each further four hours of overtime worked and after each four hours worked on the employee's non-working days.

(b) A paid overtime meal break shall be allowed after the first two hours of overtime and after each subsequent four hours of overtime. Paid overtime meal breaks shall not exceed twenty minutes and are time worked for the purpose of calculating overtime.

(vi) Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(vii) On-Call Included

Meal breaks and meal allowances shall apply to employees engaged in on-call emergency and/or breakdown work.

## 29. Sick and Carer's Leave

(i) Sick Leave Entitlement

An employee who is unable to attend work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment, shall be entitled to sick leave without deduction of pay during each year of service subject to the following conditions and limitations -

- (a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days.
- (b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.
- (c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.
- (d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- (e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any

Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

Untaken sick leave shall accumulate from year to year and be available in subsequent years of employment.



- (iv) Employees who are ill for a minimum of 5 consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a doctors certificate and be able to demonstrate that as a consequence of the illness or injury their leave was disrupted.

- (v) Accumulated Sick Leave - Termination of Employment

Employees who had credits of untaken sick leave under previous awards or agreements at 15 February, 1993, shall on termination of employment, if those credits still stand, be paid their current ordinary time rate of pay for those credits in accordance with the provision which existed under the previous award or agreement.

- (vi) Personal Carer's Leave

- (a) An employee, with responsibilities in relation to a class of person set out in Sub Clause (vi)(e) below who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.

- (b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.

- (c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.

- (d) Personal carer's leave may be taken for part of a single day.

- (e) The entitlement to use sick leave in accordance with this clause is subject to:

- (1) The employee being responsible for the care and support of the person concerned: and,

- (2) the person concerned being:

- (a) a spouse of the employee; or

- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; 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 spouse or de facto spouse of the employee; or

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

- (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

- (i) "relative" means a person related by blood, marriage or affinity;

- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

- (iii) "household" means a family group living in the same domestic dwelling.
- (f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in Sub Clause (vi)(e)(2) above, who is ill.
  - (g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in Sub Clause (vi)(e)(2) above.
  - (h) an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
  - (i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
  - (j) if, having elected to take time as leave, in accordance with Sub Clause (h), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
  - (k) an employee may elect, with the consent of Riverina Water, 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.
  - (l) an employee on shift work may elect, with the consent of the employer, work 'make up time' (under which the employee takes time off 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.
  - (m) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (n) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (o) An employee may elect, with the consent of the employer, 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 employer and employee, or subject to reasonable notice by the employee or the employer.

### 30. Annual Leave

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service. Employees engaged on shift roster will be entitled to an additional 20 hours of annual leave after each twelve months on service.
- (ii) Annual leave shall be taken as soon as mutually convenient to the employee and Riverina Water after the anniversary date.  
  
Riverina Water may give an employee at least four weeks' notice to take leave where the employee has accumulated in excess of eight weeks leave.
- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.

### 31. Long Service Leave

(i) Amount of Leave

Riverina Water shall credit each employee, long service leave on full pay after each period of continuous service on the following basis:

On completion of ten years' service, 13 weeks

After completion of each of the eleventh to fifteenth years, 1.7 weeks per year. After completion each of the sixteenth year and thereafter, 2.7 weeks per year

(ii) Accrual of Leave

Long service leave shall accrue on a basis proportionate to the scale of leave set out above.

(iii) Taking of Leave

Long service leave shall be taken at a time mutually convenient to Riverina water and the employee in minimum periods of one week.

(iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave. (v) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) All approved paid leave
- (b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water. (c) Employment as a part-time or casual employee.
- (d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this Award provided that the former employer pays to Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.
- (e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- (f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave without pay.
- (g) Employment with a group training company during the term of an apprenticeship/traineeship for the periods hosted by council to be recognized as service should they obtain full time employment with council during their time upon completion of their apprenticeship/traineeship.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken. (vii) Payment for Leave

- (a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, tool allowances, shift allowances or any all-purpose allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week period prior to the date of commencement of the leave:

(b) Full Pay

During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

(c) Payment before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(viii)

(a) An employee who is entitled to long service leave may, with the consent of the council, take long service leave:

- 1) on full pay; or
- (2) on half pay; or
- (3) on double pay.

(b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (1) a period of leave on full pay - the number of days so taken; or
- (2) a period of leave on half pay - half the number of days so taken; or
- (3) a period of leave on double pay - twice the number of days so taken.

(c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

- (1) a period of leave on full pay - the number of days so taken; or
- (2) a period of leave on half pay - half the number of days so taken; or
- (3) a period of leave on double pay - the number of days so taken.

(d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(ix) Termination of Employment

(a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(b) Short Service

Where an employee has completed at least five years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

(x) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

### 32. Paid Maternity Leave

(i)

(a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.

(b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

(c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave provided that a medical practitioner certifies such leave to be necessary before her return to work.

(ii)

(a) An employee shall be entitled to a total of 14 weeks paid maternity leave or special maternity leave on full pay; or 28 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.

(b) The employee may choose to commence paid maternity leave before the expected date of the birth.

(iii)

(a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

(b) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.

(c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

(iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

- (v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.
- (vi) Notice of intention to take paid maternity leave.

The employee must:

- (a) Provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;
  - (b) Advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.
  - (c) Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.
- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.
  - (viii) Any government funded parental paid parental leave provisions as prescribed in the Paid Parental Leave ACT 2010 (Cth) will be in addition to current entitlements as prescribed by Clause 32 - Paid Maternity Leave, Sub Clause (ii)(a) of this Award.

### **33. Supporting Parent Leave**

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

### **34. Family Violence**

#### **(i) General Principle**

Riverina Water recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Riverina Water is committed to providing support to staff that experience family violence.

#### **(ii) Definition of Family Violence**

The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

#### **(iii) General Measures**

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.
- (b) All personal information concerning family violence will be kept confidential in line with Riverina Water Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- (c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- (d) Riverina Water will identify contact/s in the organisation who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management.

Riverina Water will advertise the name of the contact within the council.

- (e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- (f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with Sub Clause (iv) and (v) below.
- (g) Riverina Water will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

(iv) Leave

- (a) An employee experiencing family violence will have access to 10 days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- (b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court,  
  
to hospital, or to mind children.

(v) Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Riverina Water will approve any reasonable request from an employee experiencing family violence for:
  - (i) Changes to their span of hours or pattern or hours and/or shift patterns; (ii) Job redesign or changes to duties;
  - (iii) Relocation to suitable employment within the company.
  - (iv) A change to their telephone number or email address to avoid harassing contact;
  - (v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program [EAP] and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to HR or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

### 35. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
  - (a) Part-time work;

- (b) Flexi time;
  - (c) Leave without pay;
  - (d) Job sharing arrangements;
  - (e) Variations to ordinary hours and rosters;
  - (f) Job redesign;
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either council or the employee.

### **36. Union Picnic Day**

Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on a day as is agreed between the council and the union(s).

The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.

Employees who are not financial members of the union(s) and who are required to work on the Union Picnic Day shall be paid ordinary pay for their normal working day.

Employees who are not financial members of the union(s) and who are not required to work on the Union Picnic Day, may apply to council to take annual leave, time off in lieu of overtime, leave without pay, a rostered day off, or maybe required by council to make up time.

### **37. Award Holidays**

- (i) Holidays: All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay:
- (a) Any day proclaimed as a State wide public holiday or any locally proclaimed holiday within the boundaries of Riverina Water.
  - (b) The employees' picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees.

Provided that a reasonable level of customer service is to be provided on the day.

- (ii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Riverina Water which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

### **38. Jury Service**

An employee shall notify Riverina Water as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave without loss of pay.

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the



period during which the employee would have been on annual leave had the employee not been on jury service.

### 39. Bereavement Leave

(i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with Sub Clauses (i)(a) to (i)(e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

or

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

- (1) 'Relative' means a person related by blood, marriage or affinity;
- (2) 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (3) 'Household' means a family group living in the same domestic dwelling. (ii)

#### Bereavement Entitlements for Casual Employees

- (a) Subject to providing satisfactory evidence to the council, 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 Sub Clauses (i)(a) to (i)(e) above.
- (b) Council 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 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

### 40. Trade Union Leave

An employee who has been sponsored by a union to attend a course of training shall be entitled to paid leave of absence to attend the course. A pool of ten days is available each calendar year from which employees may draw upon. However, Riverina Water may grant additional days at its discretion. One accredited union delegate to the union's annual conference shall be entitled to paid leave for the duration of the conference.

### 41. Leave Without Pay

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence of approved leave without pay.

#### **42. Travelling Allowance**

- (i) An employee, who is required to undertake additional travelling time outside the employee's ordinary hours of work which is in excess of the employee's usual travelling time on any day Monday to Friday, shall be paid for the excess travelling time at the applicable overtime rate of pay or banked as time in lieu.
- (ii) An employee, who is required to undertake additional travelling time on a weekend or award holiday, shall be paid for the excess travelling time the applicable overtime rate of pay or banked as time in lieu.

#### **43. Certificates and Licences**

- (i) An employee required to hold a motor vehicle driver's licence or motor cycle rider's licence shall be reimbursed the cost of the licence by Riverina Water.
- (ii) Riverina Water shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.
- (iii) Where an employee of the Award is required by council to hold another type of relevant certificate or license the council shall reimburse the employee for cost of such certificate or licence.

#### **44. Private Motor Vehicle - Allowances**

An employee who by arrangement, uses a privately-owned motor vehicle at work on a casual basis, shall be paid as per the table in APPENDIX C - ALLOWANCES, which is based upon rates determined by the Australian Taxation Office.

#### **45. Civil Liability - Engineering Professionals**

- (i) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional.
  - (a) Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
  - (b) Such assets may give rise to liability under the Civil Liability Act 2002 shall be paid an allowance in addition to weekly rate, as set out in APPENDIX C - ALLOWANCES in this Award.
- (ii) The provision in (i)(a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

#### **46. Training**

- (i) The parties to this award agree there is a commitment to training and skill development. Training will be directed to:
  - (a) developing a more highly skilled and flexible workforce;

- (b) providing employees with career opportunities through skill acquisition; and removing barriers to the utilisation of skills acquired.
- (ii) To ensure that employees have the skill, competence and training to perform duties and functions, employees shall undertake and complete relevant employer endorsed training in respect of their duties and functions. Employer endorsed training includes essential and optional training. Riverina Water shall meet all reasonable costs and expenses incurred by employees in undertaking essential training and may assist in the cost of optional training.
- (iii) An employee who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of two hours on any one day or bank excess travelling time as time in lieu.

#### **47. Supply of Residence By Employer**

Where an employee is provided with a residence by Riverina Water (with or without concessions), the weekly value of the residence (and concessions) shall be agreed upon from time to time between the employee and employer.

#### **48. Living Away Allowance**

Living Away Allowance - An employee required to work at a distance from the employee's usual residence and who is required to remain at that location overnight, shall be provided with suitable accommodation of at least an NRMA rating of three stars, if available at that place, including up to \$5.00 per night for personal phone calls, and in addition shall be paid a living away allowance as per APPENDIX C - ALLOWANCES in this Award. The employee shall also be reimbursed for any authorised incidental expenses.

#### **49. Wet Weather**

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee remains at work until directed to leave work; stands by as directed; and reports for duty as directed.

#### **50. Health and Safety**

- (i) Section 19 of the NSW Work Health and Safety Act 2011 places the following Duty of Care on PCBU's (employers):-
  - (a) A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of:
    - (1) workers engaged, or caused to be engaged by the person, and
    - (2) workers whose activities in carrying out work are influenced or directed by the person, while the workers are at work in the business or undertaking.
- (ii) While at work, a worker must:
  - (a) take reasonable care for his or her own health and safety, and
  - (b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons, and
  - (c) comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person to comply with this Act, and

- (d) co-operate with any reasonable policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers.

#### **51. Tool Allowance**

- (i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in APPENDIX C - ALLOWANCES of this Award.
  - (a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
  - (b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
  - (c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.
  - (d) Special Purpose Tools: Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
  - (e) Use of Tools: Tools issued to an employee shall be used only in the course of his duties, and for the purpose for which they are supplied.
  - (f) Care of Tools: Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.
  - (g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

#### **52. Telephone**

An employee, who is required to install a telephone at the employee's home, shall be reimbursed the annual rental fees, charges and the cost of calls in connection with Riverina Water.

#### **53. Expenses**

All reasonable expenses incurred by an employee in connection with their work shall be reimbursed by Riverina Water.

#### **54. Out Sourcing**

- (i) Where Riverina Water is considering a change of practice to involve out sourcing or contracting work out, it will notify the employees and their union/s. It will also provide employees and their union/s with fourteen days' notice to respond with suitable proposals about alternative arrangements to out sourcing prior to any decision to invite tenders.

Riverina Water at the same time as tenders are invited will provide the union/s with a copy of any specification or contract which has been prepared.

The tenders when advertised shall be timed so as to provide the employees with an opportunity to submit an offer to establish that they can do the work to an equivalent standard, timetable and price.

- (ii) Contractors shall have an enterprise agreement with the relevant unions which covers the employees of the contractor.
- (iii) Tenders will be required to specify details of the award coverage including conditions of employment and the classifications and rates of pay applicable under the award as well as the terms of agreement for the contractor to comply with the industry safety standards and practices.
- (iv) Riverina Water will only outsource work when there are insufficient resources to meet its work commitment and timetable; or where the safety of the public or the water distribution performance is at risk; or where contracting out work is the most advantageous option taking into account quality, safety and performance.
- (v) When a decision is to be made regarding division of work between Riverina Water and outside resources, due consideration will be taken of the nature of the jobs so that Riverina Water staff have the opportunity to undertake quality work. A copy of the work scope will be available with the relevant manager for perusal by employees, prior to the specification being advertised.

Riverina Water Staff shall have the opportunity to select the quality work to ensure skills are maintained, or provide opportunity for higher quality skills to be obtained.

- (vi) Riverina Water will advise employees and their union/s following consideration of tenders and the above listed factors.
- (vii) Where Riverina Water does contract out work, no employee will, as a result, be made involuntarily redundant. Affected employees will be offered the opportunity for retraining in skills required by Riverina Water.

#### **55. Classifications and Rates of Pay**

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification as listed in APPENDIX B - RATES OF PAY of this Award.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (v) Rates of pay and allowances in this Award shall move by the following: 4.00% 1st July 2013 3.50% 1st July 2014 and 3.50% 1st July 2015.

#### **56. Superannuation - Additional**

- (i) The below table illustrates the total employer contribution rate for each financial year covered by this agreement.

Year	Rate
1 July 2013	14.00%
1 July 2014	14.50%
1 July 2015	15.00%

- (ii) The additional percentage each year will be made for all employees whether they are Accumulation or Defined Benefit Fund members as per table above.

#### **57. Employee Loyalty/Attendance Bonus**

- (i) Qualification:

- (a) An employer must have a Sick Leave balance equal to or greater than:
- (1) 38 hour employee. 635 hours.
  - (2) 35 hour employee. 585 hours.
- (b) An employee, upon reaching the required minimum balance set out in Sub Clause 57(i) above may request to be paid an amount of money that is the equivalent to 75% of their annual Sick Leave entitlement balance for that year, always ensuring their total bank does not reduce below the required minimum.
- (ii) Procedure:
- (a) A written application is required for all claims to be provided within 30 days after the end of the financial year.
  - (b) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employees balance and no payment request can be for that year.
  - (c) (The payment, when requested within the required time, will be made as a one off payment following each financial year.
  - (d) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

#### **58. Safety Bonus**

- (i) The parties to the Award are committed to a high standard of health and safety.
- (ii) For the three years of this Award, council will maintain an Injury and Illness Statistics Index (IISI) recording time lost against the total hours worked.
- (iii) Subject to the annual figure achieved by the whole organisation as at 30 June each year a reward payment will be payable to every employee who has been part of Council's workforce for more than half of that year and is still so employed at the time of the bonus payment. The first payment will be made in July 2014.
- (iv) The reward payment shall be by way of additional remuneration based on the following scale:-

SAFETY ACHIEVEMENT	
IISI 300+	0
IISI 151 - 300	\$100
IISI 51 - 150	\$250
IISI 0 - 50	\$400

#### **59. No Extra Claims**

The parties to this Award agree not to pursue any additional or extra claims during the term of this Award except in accordance with Clause 6.

#### **60. Breach of Award**

If this Award is breached by either party, the maximum remedy and/or penalty for such breach shall be no greater than that which is available in respect of a breach of an award made under the Industrial Relations Act 1996 (NSW).

A party to this Award shall be barred from commencing or continuing an action for breach of this Award in more than one jurisdiction.

### **APPENDIX A - ANTI DISCRIMINATION CLAUSE**

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti- Discrimination Act 1977;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### **NOTES**

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in 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"

**APPENDIX B - RATES OF PAY**

**Riverina Water County Council - Pay Rates after 4.0% increase  
1st July 2013 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE-TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
247		119	1	19					1,382.01	19	72,140.92
		118		18				1,341.75		18	70,039.35
		117		<b>17</b>			<b>1,302.67</b>			<b>17</b>	67,999.37
		116		16		1,264.73				16	66,018.91
227		115		15	1,227.89					15	64,095.86
226		117		17					1,302.67	17	67,999.37
	Meter Supervisor	116		16				1,264.73		16	66,018.91
	Ganger	115	1	<b>15</b>			<b>1,227.89</b>			<b>15</b>	64,095.86
	Store Supervisor	114		14		1,192.13				14	62,229.19
206		113		13	1,157.41					13	60,416.80
205		115	1	15					1,227.89	15	64,095.86
		114		14				1,192.13		14	62,229.19
		113		<b>13</b>			<b>1,157.41</b>			<b>13</b>	60,416.80
		112		12		1,123.70				12	58,657.14
186		111		11	1,090.97					11	56,948.63
185		113	1	13					1,157.41	13	60,416.80
	Storeperson	112		12				1,123.70		12	58,657.14
		111		<b>11</b>			<b>1,090.97</b>			<b>11</b>	56,948.63
		110		10		1,059.19				10	55,289.72
166		109		9	1,028.34					9	53,679.35
165	Rural Maint Operator	111	1	11					1,090.97	11	56,948.63
	Rural Water Operator	110		10				1,059.19		10	55,289.72
	Water Qual Tech										
	Plant Operator	109		<b>9</b>			<b>1,028.34</b>			<b>9</b>	53,679.35
	Storeperson										
	Water Serv./Plant Operator	108		8		998.39				8	52,115.96
146	Elect/Water Quality Assnt	107		7	969.31					7	50,597.98



145	Groundsperson	109	1	9	913.67	941.08	<b>969.31</b>	998.39	1,028.34	9	53,679.35
	Maintenance Operator	108		8						8	52,115.96
	Meter Reader	107		7						7	50,597.98
	Elect/Mech. Trades Assist	106		6						6	49,124.38
123	Truck Driver	105		5						5	47,693.57
122	Building Trades Assistant Pipelayer	107	1	7	861.22	887.06	<b>913.67</b>	941.08	969.31	7	50,597.98
		106		6						6	49,124.38
		105		5						5	47,693.57
		104		4						4	46,304.53
101		103		3						3	44,955.68
100	Labourer	105	1	5	811.78	836.14	<b>861.22</b>	887.06	913.67	5	47,693.57
		104		4						4	46,304.53
		103		3						3	44,955.68
		102		2						2	43,646.51
90		101		1						1	42,374.92
90	Trainee	8/28	1	T8			941.67			T 8	49,155.17
		7/27		T7			901.08			T 7	47,036.38
		6/26		T6			852.37			T 6	44,493.71
		5/25		T5			779.31			T 5	40,679.98
		4/24		T4			681.90			T 4	35,595.18
		3/23		T3			584.48			T 3	30,509.86
		2/22		T2			487.07			T 2	25,425.05
		1/21		T1			389.66			T 1	20,340.25

**Riverina Water County Council - Pay Rates after 4.0% increase  
1st July 2013 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
398	Works Supervisor	231/531	2	31	1,750.68	1,803.20	<b>1,857.30</b>	1,913.02	1,970.41	31	102,855.40
		230/530		30						30	99,859.64
		229/529		<b>29</b>						<b>29</b>	96,951.06
		228/528		28						28	94,127.04
		227/527		27						27	91,385.50
397		229/529	2	29	1,650.19	1,699.69	<b>1,750.68</b>	1,803.20	1,857.30	29	96,951.06
		228/528		28						28	94,127.04
		227/527		<b>27</b>						<b>27</b>	91,385.50
		226/526		26						26	88,723.82
		225/525		25						25	86,139.92
368		227/527	2	27	1,555.46	1,602.12	<b>1,650.19</b>	1,699.69	1,750.68	27	91,385.50
		226/526		26						26	88,723.82
		225/525		<b>25</b>						<b>25</b>	86,139.92
		224/524		24						24	83,630.66
		223/523		23						23	81,195.01
339	WH&S & Risk Coordinator Operations Superintendent	225/525	2	25	1,466.17	1,510.15	<b>1,555.46</b>	1,602.12	1,650.19	25	86,139.92
		224/524		24						24	83,630.66
		223/523		<b>23</b>						<b>23</b>	81,195.01
		222/522		22						22	78,829.83
		221/521		21						21	76,534.07
292	Assistant Operations Trades Supervisor Compliance Officer	223/523	2	23	1,382.01	1,423.47	<b>1,466.17</b>	1,510.15	1,555.46	23	81,195.01
		222/522		22						22	78,829.83
		221/521		<b>21</b>						<b>21</b>	76,534.07
		220/520		20						20	74,305.13
		219/519		19						19	72,140.92
270	Electrical Supervisor	421	2	EL 21	1,353.16	1,392.24	<b>1,432.50</b>	1,473.96	1,516.66	EL 21	79,169.65
		420		EL 20						EL 20	76,940.71
		419		<b>EL 19</b>						<b>EL 19</b>	74,776.50
		418		EL 18						EL 18	72,674.93
		417		EL 17						EL 17	70,634.95
248		421	2	EL 21	1,353.16	1,392.24	<b>1,432.50</b>	1,473.96	1,516.66	EL 21	79,169.65
		420		EL 20						EL 20	76,940.71
		419		<b>EL 19</b>						<b>EL 19</b>	74,776.50
		418		EL 18						EL 18	72,674.93
		417		EL 17						EL 17	70,634.95

269	Engineering Project Officer	221/521	2	21				1,423.47	1,466.17	21	76,534.07
	Assistant Works Supervisor	220/520		20						20	74,305.13
	Engineering Assistant	219/519		<b>19</b>			<b>1,382.01</b>			<b>19</b>	72,140.92
		218/518		18		1,341.75				18	70,039.35
248		217/517		17	1,302.67					17	67,999.37
247	Welding Supervisor	219/519	2	19				1,341.75	1,382.01	19	72,140.92
	Clerical officer/RTW Co	218/518		18						18	70,039.35
	Engineering Asst	217/517		<b>17</b>			<b>1,302.67</b>			<b>17</b>	67,999.37
		216/516		16		1,264.73				16	66,018.91
227		215/516		15	1,227.89					15	64,095.86
226	Industrial Electrician	417	2	EL 17				1,315.22	1,353.16	EL 17	70,634.95
		416		EL 16						EL 16	68,654.48
		415		<b>EL 15</b>						<b>EL 15</b>	66,731.44
		414		EL 14		1,242.62				EL 14	64,864.76
206		413		EL 13	1,207.90					EL 13	63,052.38
226	Building Foreperson	217/517	2	17				1,264.73	1,302.67	17	67,999.37
	Draftsperson	216/516		16						16	66,018.91
	Fleet Supervisor	215/515		<b>15</b>						<b>15</b>	64,095.86
	Fitter Leading Hand	214/514		14		1,192.13				14	62,229.19
206		213/513		13	1,157.41					13	60,416.80
205	Secretary	215/515	2	15				1,192.13	1,227.89	15	64,095.86
	Customer Service Officer	214/514		14						14	62,229.19
	Compliance Officer	213/513		<b>13</b>						<b>13</b>	60,416.80
186	Clerical officer - Payments	212/512		12		1,123.70				12	58,657.14
		211/511		11	1,090.97					11	56,948.63
185	Electrical Fitter	413	2	EL 13				1,174.19	1,207.90	EL 13	63,052.38
		412		EL 12						EL 12	61,292.72
		411		<b>EL 11</b>						<b>EL 11</b>	59,584.21
		410		EL 10		1,109.68				EL 10	57,925.30
166		409		EL 9	1,078.83					EL 9	56,314.93
185	Mechanic	213/513	2	13				1,123.70	1,157.41	13	60,416.80
	Building Tradesman	212/512		12						12	58,657.14
	Welder	211/511		<b>11</b>						<b>11</b>	56,948.63
	Filtration Plant Oper Shift	210/510		10		1,059.19				10	55,289.72
166	Mechanical Fitter	209/509		9	1,028.34					9	53,679.35

165	Painter Painter/Building Asst	211/511	2	11				1,059.19	1,090.97	11	56,948.63
		210/510		10						10	55,289.72
		209/509		<b>9</b>						<b>9</b>	53,679.35
		208/508		8						8	52,115.96
		207/507		7						7	50,597.98
146				969.31	998.39						
145	Clerical Officer	209/509	2	9				998.39	1,028.34	9	53,679.35
		208/508		8						8	52,115.96
		207/507		<b>7</b>						<b>7</b>	50,597.98
		206/506		6						6	49,124.38
		205/505		5						5	47,693.57
123				913.67	941.08						

**Riverina Water County Council - Pay Rates after 4.0% increase  
1st July 2013 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
528	Manager Operations Manager Projects	339/639		39					2,496.06	39	130,294.33
		338/638		38				2,423.35		38	126,498.87
		337/637		<b>37</b>						<b>37</b>	122,814.59
		336/636		36		2,284.24				36	119,237.33
		335/635		35	2,217.71					35	115,764.46
527	Manager Finance & Admin	337/637		37					2,352.77	37	122,814.59
		336/636		36				2,284.24		36	119,237.33
		335/635		<b>35</b>						<b>35</b>	115,764.46
		334/634		34		2,153.12				34	112,392.86
		333/633		33	2,090.41					33	109,119.40
495		335/635		35					2,217.71	35	115,764.46
		334/634		34				2,153.12		34	112,392.86
		333/633		<b>33</b>						<b>33</b>	109,119.40
		332/632		32		2,029.52				32	105,940.94
		331/631		31	1,970.41					31	102,855.40
461		333/633		33					2,090.41	33	109,119.40
		332/632		32				2,029.52		32	105,940.94
		331/631		<b>31</b>						<b>31</b>	102,855.40
		330/630		30		1,913.02				30	99,859.64
		329/629		29	1,857.30					29	96,951.06
397	Works Engineer Project Engineer	331/631	3	31					1,970.41	31	102,855.40
		330/630		30				1,913.02		30	99,859.64
		329/629		<b>29</b>						<b>29</b>	96,951.06
		328/628		28		1,803.20				28	94,127.04
		327/627		27	1,750.68					27	91,385.50
368		329/629	3	29					1,857.30	29	96,951.06
		328/630		28				1,803.20		28	94,127.04
		327/627		<b>27</b>						<b>27</b>	91,385.50
		326/626		26		1,699.69				26	88,723.82
367		325/625		25	1,650.19				25	86,139.92	
367		327/627	3	27					1,750.68	27	91,385.50
		326/626		26				1,699.69		26	88,723.82

		325/625		<b>25</b>			<b>1,650.19</b>			<b>25</b>	86,139.92
		324/624		24		1,602.12				24	83,630.66
339		323/623		23	1,555.46					23	81,195.01
338	IT Co-ordinator	325/625	3	25				1,650.19		25	86,139.92
	Environmental Officer	324/624		24			1,602.12			24	83,630.66
	Water Quality Officer	323/623		<b>23</b>						<b>23</b>	81,195.01
		322/622		22		1,510.15				22	78,829.83
311		321/621		21	1,466.17					21	76,534.07
310	Civil Engineer (four years experience)	323/623	3	23				1,555.46		23	81,195.01
		322/622		22			1,510.15			22	78,829.83
		321/621		<b>21</b>						<b>21</b>	76,534.07
		320/620		20		1,423.47				20	74,305.13
284		319/619		19	1,382.01					19	72,140.92
283	Civil Engineer (three years experience)	321/621	3	21				1,466.17		21	76,534.07
		320/620		20			1,423.47			20	74,305.13
	Water Quality Officer, (four years experience)	319/619		<b>19</b>						<b>19</b>	72,140.92
		318/618		18		1,341.75				18	70,039.35
258		317/617		17	1,302.67					17	67,999.37
257	Civil Engineer (two years experience)	319/619	3	19				1,382.01		19	72,140.92
		318/618		18			1,341.75			18	70,039.35
	Water Quality Officer, (three years experience)	317/617		<b>17</b>						<b>17</b>	67,999.37
		316/616		16		1,264.73				16	66,018.91
233		315/615		15	1,227.89					15	64,095.86
232	Civil Engineer (one years experience)	317/617	3	17				1,302.67		17	67,999.37
		316/616		16			1,264.73			16	66,018.91
	Water Quality Officer, (two years experience)	315/615		<b>15</b>						<b>15</b>	64,095.86
		314/614		14		1,192.13				14	62,229.19
209		313/613		13	1,157.41					13	60,416.80
208	Graduate Engineer	315/615	3	15				1,227.89		15	64,095.86
	Water Quality Officer, (one years experience)	314/614		14			1,192.13			14	62,229.19
		313/613		<b>13</b>						<b>13</b>	60,416.80
		312/612		12		1,123.70				12	58,657.14
186		311/611		11	1,090.97					11	56,948.63
185	Water Quality Officer, (new graduate)	313/613	3	13				1,157.41		13	60,416.80
		312/612		12			1,123.70			12	58,657.14
		311/611		<b>11</b>						<b>11</b>	56,948.63
		310/610		10		1,059.19				10	55,289.72
166		309/609		9	1,028.34					9	53,679.35

**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2014 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE-TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
227		119	1	19					1,430.37	19	74,665.31
		118		18				1,388.71		18	72,490.66
		117		<b>17</b>				<b>1,348.26</b>		<b>17</b>	70,379.17
		116		16			1,308.99			16	68,329.28
		115		15	1,270.86					15	66,338.89
226	Meter Supervisor	117	1	17				1,348.26		17	70,379.17
	Ganger	116		16				1,308.99		16	68,329.28
	Store Supervisor	115		<b>15</b>			<b>1,270.86</b>			<b>15</b>	66,338.89
206		114		14			1,233.85			14	64,406.97
205		113		13	1,197.91					13	62,530.90
186		115	1	15					1,270.86	15	66,338.89
		114		14				1,233.85		14	64,406.97
		113		<b>13</b>				<b>1,197.91</b>		<b>13</b>	62,530.90
		112		12			1,163.02			12	60,709.64
		111		11	1,129.15					11	58,941.63
185	Storeperson	113	1	13				1,197.91		13	62,530.90
		112		12				1,163.02		12	60,709.64
		111		<b>11</b>				<b>1,129.15</b>		<b>11</b>	58,941.63
		110		10			1,096.26			10	57,224.77
166		109		9	1,064.33					9	55,558.03
165	Rural Maint Operator	111	1	11					1,129.15	11	58,941.63
	Rural Water Operator	110		10				1,096.26		10	57,224.77
	Water Qual Tech										
	Plant Operator	109		<b>9</b>				<b>1,064.33</b>		<b>9</b>	55,558.03
	Storeperson										
	Water Serv./Plant Operator	108		8			1,033.33			8	53,939.83
146	Elect/Water Quality Assnt	107		7	1,003.23					7	52,368.61

145	Groundsperson	109	1	9				1,064.33	9	55,558.03
	Maintenance Operator	108		8					8	53,939.83
	Meter Reader	107		<b>7</b>					<b>7</b>	52,368.61
	Elect/Mech. Trades Assist	106		6					6	50,843.32
123	Truck Driver	105		5	945.64				5	49,362.41
122	Building Trades Assistant	107	1	7				1,003.23	7	52,368.61
	Pipelayer	106		6				974.01	6	50,843.32
		105		<b>5</b>					<b>5</b>	49,362.41
		104		4					4	47,924.82
101		103		3	891.36		918.10		3	46,528.99
100	Labourer	105	1	5				945.64	5	49,362.41
		104		4				918.10	4	47,924.82
		103		<b>3</b>					<b>3</b>	46,528.99
		102		2			865.40		2	45,173.88
90		101		1	840.19				1	43,857.92
	Trainee	8/28	1	T8			974.62		T 8	50,875.16
		7/27		T7			932.61		T 7	48,682.24
		6/26		T6			882.20		T 6	46,050.84
		5/25		T5			806.58		T 5	42,103.48
		4/24		T4			705.76		T 4	36,840.67
		3/23		T3			604.94		T 3	31,577.87
		2/22		T2			504.11		T 2	26,314.54
		1/21		T1			403.29		T 1	21,051.74



**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2014 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE-TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
398	Works Supervisor	231/531	2	31	1,811.95	1,866.30	<b>1,922.29</b>	1,979.96	2,039.36	31	106,454.59
		230/530		30						30	103,353.91
		229/529		<b>29</b>						<b>29</b>	100,343.54
		228/528		28						28	97,420.86
		227/527		27						27	94,583.79
397		229/529	2	29	1,707.93	1,759.17	<b>1,811.95</b>	1,866.30	1,922.29	29	100,343.54
		228/528		28						28	97,420.86
		227/527		<b>27</b>						<b>27</b>	94,583.79
		226/526		26						26	91,828.67
		225/525		25						25	89,153.95
368		227/527	2	27	1,609.89	1,658.19	<b>1,707.93</b>	1,759.17	1,811.95	27	94,583.79
		226/526		26						26	91,828.67
		225/525		<b>25</b>						<b>25</b>	89,153.95
		224/524		24						24	86,557.52
		223/523		23						23	84,036.26
339	WH&S & Risk Coordinator Operations Superintendent	225/525	2	25	1,517.48	1,563.00	<b>1,609.89</b>	1,658.19	1,707.93	25	89,153.95
		224/524		24						24	86,557.52
		223/523		<b>23</b>						<b>23</b>	84,036.26
		222/522		22						22	81,588.60
		221/521		21						21	79,212.46
292	Assistant Operations Trades Supervisor Compliance Officer	223/523	2	23	1,430.37	1,473.28	<b>1,517.48</b>	1,563.00	1,609.89	23	84,036.26
		222/522		22						22	81,588.60
		221/521		<b>21</b>						<b>21</b>	79,212.46
		220/520		20						20	76,905.22
		219/519		19						19	74,665.31
270	Electrical Supervisor	421	2	EL 21	1,400.52	1,440.97	<b>1,482.63</b>	1,525.54	1,569.74	EL 21	81,940.43
		420		EL 20						EL 20	79,633.19
		419		<b>EL 19</b>						<b>EL 19</b>	77,393.29
		418		EL 18						EL 18	75,218.63
		417		EL 17						EL 17	73,107.14
248		421	2	EL 21	1,400.52	1,440.97	<b>1,482.63</b>	1,525.54	1,569.74	EL 21	81,940.43
		420		EL 20						EL 20	79,633.19
		419		<b>EL 19</b>						<b>EL 19</b>	77,393.29
		418		EL 18						EL 18	75,218.63
		417		EL 17						EL 17	73,107.14

269	Engineering Project Officer	221/521	2	21				1,517.48	21	79,212.46
	Assistant Works Supervisor	220/520		20					20	76,905.22
	Engineering Assistant	219/519		<b>19</b>		<b>1,430.37</b>	1,473.28		<b>19</b>	74,665.31
		218/518		18		1,388.71			18	72,490.66
248		217/517		17	1,348.26				17	70,379.17
247	Welding Supervisor	219/519	2	19				1,430.37	19	74,665.31
	Clerical officer/RTW Co	218/518		18			1,388.71		18	72,490.66
	Engineering Asst	217/517		<b>17</b>		<b>1,348.26</b>			<b>17</b>	70,379.17
		216/516		16		1,308.99			16	68,329.28
227		215/516		15	1,270.86				15	66,338.89
205	Industrial Electrician	417	2	EL 17				1,400.52	EL 17	73,107.14
		416		EL 16			1,361.25		EL 16	71,057.25
		415		<b>EL 15</b>		<b>1,323.12</b>			<b>EL 15</b>	69,066.86
		414		EL 14		1,286.11			EL 14	67,134.94
186		413		EL 13	1,250.17				EL 13	65,258.87
226	Building Foreperson	217/517	2	17				1,348.26	17	70,379.17
	Draftsperson	216/516		16			1,308.99		16	68,329.28
	Fleet Supervisor	215/515		<b>15</b>		<b>1,270.86</b>			<b>15</b>	66,338.89
	Fitter Leading Hand	214/514		14		1,233.85			14	64,406.97
206		213/513		13	1,197.91				13	62,530.90
205	Secretary	215/515	2	15				1,270.86	15	66,338.89
	Customer Service Officer	214/514		14			1,233.85		14	64,406.97
	Compliance Officer	213/513		<b>13</b>		<b>1,197.91</b>			<b>13</b>	62,530.90
	Clerical officer - Payments	212/512		12		1,163.02			12	60,709.64
186		211/511		11	1,129.15				11	58,941.63
185	Electrical Fitter	413	2	EL 13				1,250.17	EL 13	65,258.87
		412		EL 12			1,215.28		EL 12	63,437.62
		411		<b>EL 11</b>		<b>1,181.41</b>			<b>EL 11</b>	61,669.60
		410		EL 10		1,148.52			EL 10	59,952.74
166		409		EL 9	1,116.59				EL 9	58,286.00
185	Mechanic	213/513	2	13				1,197.91	13	62,530.90
	Building Tradesman	212/512		12			1,163.02		12	60,709.64
	Welder	211/511		<b>11</b>		<b>1,129.15</b>			<b>11</b>	58,941.63
	Filtration Plant Oper Shift	210/510		10		1,096.26			10	57,224.77
166	Mechanical Fitter	209/509		9	1,064.33				9	55,558.03

165	Painter	211/511	2	11				1,129.15	11	58,941.63
	Painter/Building Asst	210/510		10					10	57,224.77
		209/509		<b>9</b>		<b>1,064.33</b>	1,096.26		<b>9</b>	55,558.03
		208/508		8		1,033.33			8	53,939.83
		207/507		7	1,003.23				7	52,368.61
146										
145	Clerical Officer	209/509	2	9				1,064.33	9	55,558.03
		208/508		8			1,033.33		8	53,939.83
		207/507		<b>7</b>		<b>1,003.23</b>			<b>7</b>	52,368.61
		206/506		6		974.01			6	50,843.32
123		205/505		5	945.64			5	49,362.41	

**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2014 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
528	Manager Operations Manager Projects	339/639		39					2,583.40	39	134,853.48
		338/638		38				2,508.16		38	130,925.95
		337/637		<b>37</b>						<b>37</b>	127,112.22
		336/636		36		2,364.18				36	123,410.20
		335/635		35	2,295.32					35	119,815.70
527	Manager Finance & Admin	337/637		37					2,435.10	37	127,112.22
		336/636		36				2,364.18		36	123,410.20
		335/635		<b>35</b>						<b>35</b>	119,815.70
		334/634		34		2,228.47				34	116,326.13
		333/633		33	2,163.56					33	112,937.83
495		335/635		35					2,295.32	35	119,815.70
		334/634		34				2,228.47		34	116,326.13
		333/633		<b>33</b>						<b>33</b>	112,937.83
		332/632		32		2,100.54				32	109,648.19
		331/631		31	2,039.36					31	106,454.59
461		333/633		33					2,163.56	33	112,937.83
		332/632		32				2,100.54		32	109,648.19
		331/631		<b>31</b>						<b>31</b>	106,454.59
		330/630		30		1,979.96				30	103,353.91
		329/629		29	1,922.29					29	100,343.54
397	Works Engineer Project Engineer	331/631	3	31					2,039.36	31	106,454.59
		330/630		30				1,979.96		30	103,353.91
		329/629		<b>29</b>						<b>29</b>	100,343.54
		328/628		28		1,866.30				28	97,420.86
		327/627		27	1,811.95					27	94,583.79
368		329/629	3	29					1,922.29	29	100,343.54
		328/630		28				1,866.30		28	97,420.86
		327/627		<b>27</b>						<b>27</b>	94,583.79
		326/626		26		1,759.17				26	91,828.67
367		325/625		25	1,707.93				25	89,153.95	
		327/627	3	27					1,811.95	27	94,583.79
		326/626		26				1,759.17		26	91,828.67

		325/625		<b>25</b>			<b>1,707.93</b>			<b>25</b>	89,153.95
		324/624		24		1,658.19				24	86,557.52
339		323/623		23	1,609.89					23	84,036.26
338	IT Co-ordinator	325/625	3	25				1,707.93		25	89,153.95
	Environmental Officer	324/624		24			1,658.19			24	86,557.52
	Water Quality Officer	323/623		<b>23</b>						<b>23</b>	84,036.26
		322/622		22		1,563.00				22	81,588.60
311		321/621		21	1,517.48					21	79,212.46
310	Civil Engineer (four years experience)	323/623	3	23				1,609.89		23	84,036.26
		322/622		22			1,563.00			22	81,588.60
		321/621		<b>21</b>						<b>21</b>	79,212.46
		320/620		20		1,473.28				20	76,905.22
284		319/619		19	1,430.37					19	74,665.31
283	Civil Engineer (three years experience)	321/621	3	21				1,517.48		21	79,212.46
		320/620		20			1,473.28			20	76,905.22
	Water Quality Officer, (four years experience)	319/619		<b>19</b>						<b>19</b>	74,665.31
		318/618		18		1,388.71				18	72,490.66
258		317/617		17	1,348.26					17	70,379.17
257	Civil Engineer (two years experience)	319/619	3	19				1,430.37		19	74,665.31
		318/618		18			1,388.71			18	72,490.66
	Water Quality Officer, (three years experience)	317/617		<b>17</b>						<b>17</b>	70,379.17
		316/616		16		1,308.99				16	68,329.28
233		315/615		15	1,270.86					15	66,338.89
232	Civil Engineer (one years experience)	317/617	3	17				1,348.26		17	70,379.17
		316/616		16			1,308.99			16	68,329.28
	Water Quality Officer, (two years experience)	315/615		<b>15</b>						<b>15</b>	66,338.89
		314/614		14		1,233.85				14	64,406.97
209		313/613		13	1,197.91					13	62,530.90
208	Graduate Engineer	315/615	3	15				1,270.86		15	66,338.89
	Water Quality Officer, (one years experience)	314/614		14			1,233.85			14	64,406.97
		313/613		<b>13</b>						<b>13</b>	62,530.90
		312/612		12		1,163.02				12	60,709.64
186		311/611		11	1,129.15					11	58,941.63
185	Water Quality Officer, (new graduate)	313/613	3	13				1,197.91		13	62,530.90
		312/612		12			1,163.02			12	60,709.64
		311/611		<b>11</b>						<b>11</b>	58,941.63
		310/610		10		1,096.26				10	57,224.77
166		309/609		9	1,064.33					9	55,558.03

**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2015 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE-TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL	
227		119	1	19					1,480.44	19	77,278.97	
		118		18				1,437.32		18	75,028.10	
		117		<b>17</b>			<b>1,395.45</b>			<b>17</b>	72,842.49	
		116		16		1,354.81				16	70,721.08	
		115		15	1,315.35	15				68,661.27		
226	Meter Supervisor	117	1	17						1,354.81	1,395.45	17
	Ganger	116		16				<b>1,315.35</b>	16			70,721.08
	Store Supervisor	115		<b>15</b>		1,277.04	<b>15</b>		68,661.27			
		114		14	1,239.84	14	66,661.49					
206		113	1	13					1,277.04	1,315.35	13	64,719.65
		115		15			<b>1,239.84</b>	15			68,661.27	
		114		14				14			66,661.49	
		113		<b>13</b>				<b>13</b>			64,719.65	
		112		12		1,203.73		12			62,834.71	
	111	11	1,168.67	11	61,004.57							
186		113	1	13				1,203.73	1,239.84	13	64,719.65	
	185	Storeperson		112	12					<b>1,168.67</b>	12	62,834.71
				111	<b>11</b>						<b>11</b>	61,004.57
				110	10		1,134.63				10	59,227.69
				109	9	1,101.58	9				57,502.48	
166		111	1	11				1,134.63	1,168.67	11	61,004.57	
	Rural Maint Operator						<b>1,101.58</b>			10	59,227.69	
	Rural Water Operator Water Qual Tech	110		10								
	Plant Operator											
	Storeperson Water	109		<b>9</b>								<b>9</b>
Serv./Plant Operator												
146	Elect/Water Quality Assnt	108	1	8				1,069.50		8	55,827.90	
		107		7	1,038.35	7	54,201.87					

145	Groundsperson	109	1	9				1,101.58	9	57,502.48
	Maintenance Operator	108		8			1,069.50		8	55,827.90
	Meter Reader	107		7		<b>1,038.35</b>			7	54,201.87
	Elect/Mech. Trades Assist	106		6		1,008.10			6	52,622.82
123	Truck Driver	105		5	978.74				5	51,090.23
122	Building Trades Assistant	107	1	7				1,038.35	7	54,201.87
	Pipelayer	106		6			1,008.10		6	52,622.82
		105		5		<b>978.74</b>			5	51,090.23
		104		4		950.24			4	49,602.53
101		103		3	922.56				3	48,157.63
100	Labourer	105	1	5				978.74	5	51,090.23
		104		4			950.24		4	49,602.53
		103		3		<b>922.56</b>			3	48,157.63
		102		2		895.69			2	46,755.02
90		101		1	869.60				1	45,393.12
	Trainee	8/28	1	T8		1,008.74			T 8	52,656.23
		7/27		T7		965.26			T 7	50,386.57
		6/26		T6		913.08			T 6	47,662.78
		5/25		T5		834.82			T 5	43,577.60
		4/24		T4		730.46			T 4	38,130.01
		3/23		T3		626.11			T 3	32,682.94
		2/22		T2		521.76			T 2	27,235.87
		1/21		T1		417.41			T 1	21,788.80

**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2015 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
398	Works Supervisor	231/531	2	31	1,875.37	1,931.63	<b>1,989.58</b>	2,049.27	2,110.75	31	110,181.15
397		230/530		30						30	106,971.89
		229/529		<b>29</b>						<b>29</b>	103,856.08
		228/528		28						28	100,831.09
		227/527		27						27	97,894.31
368		229/529	2	29	1,767.72	1,820.75	<b>1,875.37</b>	1,931.63	1,989.58	29	103,856.08
367		228/528		28						28	100,831.09
		227/527		<b>27</b>						<b>27</b>	97,894.31
		226/526		26						26	95,043.15
		225/525		25						25	92,274.98
339		227/527	2	27	1,666.24	1,716.23	<b>1,767.72</b>	1,820.75	1,875.37	27	97,894.31
338		226/526		26						26	95,043.15
		225/525		<b>25</b>						<b>25</b>	92,274.98
		224/524		24						24	89,587.21
		223/523		23						23	86,977.73
292	WH&S & Risk Coordinator Operations Superintendent	225/525	2	25	1,570.59	1,617.71	<b>1,666.24</b>	1,716.23	1,767.72	25	92,274.98
291		224/524		24						24	89,587.21
		223/523		<b>23</b>						<b>23</b>	86,977.73
		222/522		22						22	84,444.46
		221/521		21						21	81,984.80
270	Assistant Operation Trades Supervisor Compliance Officer	223/523	2	23	1,480.44	1,524.85	<b>1,570.59</b>	1,617.71	1,666.24	23	86,977.73
269		222/522		22						22	84,444.46
		221/521		<b>21</b>						<b>21</b>	81,984.80
		220/520		20						20	79,597.17
		219/519		19						19	77,278.97
248	Electrical Supervisor	421	2	EL 21	1,449.54	1,491.41	<b>1,534.53</b>	1,578.94	1,624.68	EL 21	84,808.30
		420		EL 20						EL 20	82,420.67
		419		<b>EL 19</b>						<b>EL 19</b>	80,102.47
		418		EL 18						EL 18	77,851.60
		417		EL 17						EL 17	75,665.99



269	Engineering Project Officer	221/521	2	21				1,570.59	21	81,984.80
	Assistant Works Supervisor	220/520		20					20	79,597.17
	Engineering Assistant	219/519		<b>19</b>		<b>1,480.44</b>	1,524.85		<b>19</b>	77,278.97
		218/518		18		1,437.32			18	75,028.10
248		217/517		17	1,395.45				17	72,842.49
247	Welding Supervisor	219/519	2	19				1,480.44	19	77,278.97
	Clerical officer/RTW Co	218/518		18			1,437.32		18	75,028.10
	Engineering Asst	217/517		<b>17</b>		<b>1,395.45</b>			<b>17</b>	72,842.49
		216/516		16		1,354.81			16	70,721.08
227		215/516		15	1,315.35				15	68,661.27
205	Industrial Electrician	417	2	EL 17				1,449.54	EL 15	75,665.99
		416		EL 16			1,408.90		EL 14	73,544.58
		415		<b>EL 15</b>		<b>1,369.44</b>			<b>EL 13</b>	71,484.77
		414		EL 14		1,331.13			EL 12	69,484.99
186		413		EL 13	1,293.93				EL 11	67,543.15
226	Building Foreperson	217/517	2	17				1,395.45	17	72,842.49
	Draftsperson	216/516		16			1,354.81		16	70,721.08
	Fleet Supervisor	215/515		<b>15</b>		<b>1,315.35</b>			<b>15</b>	68,661.27
	Fitter Leading Hand	214/514		14		1,277.04			14	66,661.49
206		213/513		13	1,239.84				13	64,719.65
205	Secretary	215/515	2	15				1,315.35	15	68,661.27
	Customer Service Officer	214/514		14			1,277.04		14	66,661.49
	Compliance Officer	213/513		<b>13</b>		<b>1,239.84</b>			<b>13</b>	64,719.65
186	Clerical officer - Payments	212/512		12		1,203.73			12	62,834.71
		211/511		11	1,168.67				11	61,004.57
185	Electrical Fitter	413	2	EL 13				1,293.93	EL 13	67,543.15
		412		EL 12			1,257.82		EL 12	65,658.20
		411		<b>EL 11</b>		<b>1,222.76</b>			<b>EL 11</b>	63,828.07
		410		EL 10		1,188.72			EL 10	62,051.18
166		409		EL 9	1,155.67				EL 9	60,325.97
185	Mechanic	213/513	2	13				1,239.84	13	64,719.65
	Building Tradesman	212/512		12			1,203.73		12	62,834.71
	Welder	211/511		<b>11</b>		<b>1,168.67</b>			<b>11</b>	61,004.57
	Filtration Plant Oper Shift	210/510		10		1,134.63			10	59,227.69
166	Mechanical Fitter	209/509		9	1,101.58				9	57,502.48

165	Painter	211/511	2	11	1,038.35	1,069.50	<b>1,101.58</b>	1,134.63	1,168.67	11	61,004.57
	Painter/Building Asst	210/510		10						10	59,227.69
		209/509		<b>9</b>						<b>9</b>	57,502.48
		208/508		8						8	55,827.90
		207/507		7						7	54,201.87
146											
145	Clerical Officer	209/509	2	9	978.74	1,008.10	<b>1,038.35</b>	1,069.50	1,101.58	9	57,502.48
		208/508		8						8	55,827.90
		207/507		<b>7</b>						<b>7</b>	54,201.87
		206/506		6						6	52,622.82
		205/505		5						5	51,090.23
123											

**Riverina Water County Council - Pay Rates after 3.5% increase  
1st July 2015 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
528	Manager Operations Manager Projects	339/639		39					2,673.83	39	139,573.93
		338/638		38				2,595.95		38	135,508.59
		337/637		<b>37</b>						<b>37</b>	131,561.75
		336/636		36		2,446.93				36	127,729.75
		335/635		35	2,375.66					35	124,009.45
527	Manager Finance & Admin	337/637		37					2,520.34	37	131,561.75
		336/636		36				2,446.93		36	127,729.75
		335/635		<b>35</b>						<b>35</b>	124,009.45
		334/634		34		2,306.47				34	120,397.73
		333/633		33	2,239.29					33	116,890.94
495		335/635		35					2,375.66	35	124,009.45
		334/634		34				2,306.47		34	120,397.73
		333/633		<b>33</b>						<b>33</b>	116,890.94
		332/632		32		2,174.07				32	113,486.45
		331/631		31	2,110.75					31	110,181.15
461		333/633		33					2,239.29	33	116,890.94
		332/632		32				2,174.07		32	113,486.45
		331/631		<b>31</b>						<b>31</b>	110,181.15
		330/630		30		2,049.27				30	106,971.89
		329/629		29	1,989.58					29	103,856.08
397	Works Engineer Project Engineer	331/631	3	31					2,110.75	31	110,181.15
		330/630		30				2,049.27		30	106,971.89
		329/629		<b>29</b>						<b>29</b>	103,856.08
		328/628		28		1,931.63				28	100,831.09
		327/627		27	1,875.37					27	97,894.31
368		329/629	3	29					1,989.58	29	103,856.08
		328/630		28				1,931.63		28	100,831.09
		327/627		<b>27</b>						<b>27</b>	97,894.31
		326/626		26		1,820.75				26	95,043.15
367		325/625		25	1,767.72				25	92,274.98	
367		327/627	3	27					1,875.37	27	97,894.31
		326/626		26				1,820.75		26	95,043.15

		325/625		<b>25</b>			<b>1,767.72</b>			<b>25</b>	92,274.98
		324/624		24		1,716.23				24	89,587.21
339		323/623		23	1,666.24					23	86,977.73
338	IT Co-ordinator	325/625	3	25				1,767.72		25	92,274.98
	Environmental Officer	324/624		24			1,716.23			24	89,587.21
	Water Quality Officer	323/623		<b>23</b>						<b>23</b>	86,977.73
		322/622		22		1,617.71				22	84,444.46
311		321/621		21	1,570.59					21	81,984.80
310	Civil Engineer (four years experience)	323/623	3	23				1,666.24		23	86,977.73
		322/622		22			1,617.71			22	84,444.46
		321/621		<b>21</b>						<b>21</b>	81,984.80
		320/620		20		1,524.85				20	79,597.17
284		319/619		19	1,480.44					19	77,278.97
283	Civil Engineer (three years experience)	321/621	3	21				1,570.59		21	81,984.80
		320/620		20			1,524.85			20	79,597.17
	Water Quality Officer, (four years experience)	319/619		<b>19</b>						<b>19</b>	77,278.97
		318/618		18		1,437.32				18	75,028.10
258		317/617		17	1,395.45					17	72,842.49
257	Civil Engineer (two years experience)	319/619	3	19				1,480.44		19	77,278.97
		318/618		18			1,437.32			18	75,028.10
	Water Quality Officer, (three years experience)	317/617		<b>17</b>						<b>17</b>	72,842.49
		316/616		16		1,354.81				16	70,721.08
233		315/615		15	1,315.35					15	68,661.27
232	Civil Engineer (one years experience)	317/617	3	17				1,395.45		17	72,842.49
		316/616		16			1,354.81			16	70,721.08
	Water Quality Officer, (two years experience)	315/615		<b>15</b>						<b>15</b>	68,661.27
		314/614		14		1,277.04				14	66,661.49
209		313/613		13	1,239.84					13	64,719.65
208	Graduate Engineer	315/615	3	15				1,315.35		15	68,661.27
	Water Quality Officer, (one years experience)	314/614		14			1,277.04			14	66,661.49
		313/613		<b>13</b>						<b>13</b>	64,719.65
		312/612		12		1,203.73				12	62,834.71
186		311/611		11	1,168.67					11	61,004.57
185	Water Quality Officer, (new graduate)	313/613	3	13				1,239.84		13	64,719.65
		312/612		12			1,203.73			12	62,834.71
		311/611		<b>11</b>						<b>11</b>	61,004.57
		310/610		10		1,134.63				10	59,227.69
166		309/609		9	1,101.58					9	57,502.48

**APPENDIX C - ALLOWANCES**

		From 1/07/2013 \$	From 1/07/2014 \$	From 1/07/2015 \$
On Call	Per Day	47.00	48.65	50.35
Clause 26 (iii)	Max Per Week	235.00	243.20	251.75
Meal Allowance Clause 28 v(a)	Per Meal	26	27	28
Tool Allowance Clause 51 (i)	Per Week	31.50	32.60	33.75
Private Vehicle Allowance (\$/km)	<2.6 Litres	0.74	0.74	0.74
Clause 44 (i)	>2.6 Litres	0.75	0.75	0.75
Living Away Allowance	Per Night	69.80	72.25	74.80
Clause 48	Extra Day	28.60	29.60	30.60
Telephone Allowance	Per Week	7.45	7.70	8.00
Broadband Allowance	Per Week	7.45	7.70	8.00
Energy Allowance	Per Week	4.85	5.00	5.25
Civil Liability - Engineering Professionals Paid in addition to employees weekly rate	Per Week	3.50%	3.50%	3.50%

R. P. BOLAND J , *President*

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**SERIAL C8207**

**AMBULANCE EMPLOYEES (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, industrial organisation of employees.

(No. IRC 295 of 2014)

The Honourable Acting Justice Boland

1 May 2014

**ORDER**

The Commission orders that:

1. The duration of the Industrial Committee, known as the Ambulance Employees(State) Industrial Committee published 7 July 2000 (316 I.G.1316), be extended for a further three years to 18 Sept 2015.
2. This order shall take effect on and from 1 May 2014.

R. P. BOLAND *J., Acting Justice*

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**SERIAL C8208**

**CHARITABLE INSTITUTIONS (PROFESSIONAL STAFF SOCIAL WORKERS) (STATE) INDUSTRIAL COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, industrial organisation of employees.

(No. IRC 296 of 2014)

The Honourable Acting Justice Boland

1 May 2014

**ORDER**

The Commission orders that:

1. The duration of the Industrial Committee, known as the Charitable Institutions (Professional Staff Social Workers) (State) Industrial Committee published 30 June 2000 (316 I.G.1093), be extended for a further three years to 18 Sept 2015.
2. This order shall take effect on and from 1 May 2014.

R. P. BOLAND *J., Acting Justice*

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**SERIAL C8206**

**PUBLIC HEALTH EMPLOYEES (STATE) INDUSTRIAL  
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, industrial organisation of employees.

(No. IRC 297 of 2014)

The Honourable Acting Justice Boland

1 May 2014

**ORDER**

The Commission orders that:

1. The duration of the Industrial Committee, known as the Public Health Employees (State) Industrial Committee published 4 August 2000 (317 I.G.767), be extended for a further three years to 18 Sept 2015.
2. This order shall take effect on and from 1 May 2014.

R. P. BOLAND *J., Acting Justice*

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**CONTRACT AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

**CA14/3 – Veolia Environmental Services NSW Hunter Region Contract Carriers Agreement 2013**

**Made Between:** Veolia Environmental Services Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** Replaces CA12/3

**Approval and Commencement Date:** Approved 25 March 2014

**Description of Employees:** This Agreement applies to all Contract Carriers employed by Veolia who provide transport and cartage services for the collection and removal of waste within the VES Hunter Division currently based at Cameron Park in Newcastle and other such locations that this Division may operate from.

**Nominal Term:** 15 Months.

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