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INDUSTRIAL GAZETTE

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AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 607 of 2014)

Before Commissioner Tabbaa

26 August 2014

VARIATION

1. Delete Part B of the award published 1 November 2013 (375 I.G. 939) and insert in lieu thereof the following:

PART B

40. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award	
Classification	01/07/2014 2.27% \$ per week
Administrative Assistants - Junior	
At 16 Years	619.70
At 17 Years	647.20
Administrative Assistant - Grade 1	
1st Year	694.10
2nd Year	709.10
3rd Year	727.20
4th Year	759.00
5th Year	785.80
Administrative Assistant - Grade 2	
1st Year	814.30
2nd Year	833.30
3rd Year	846.80
4th Year	866.20
Administrative Assistant - Grade 3	
1st Year	882.30
2nd Year	905.60
3rd Year	943.80
4th Year	964.40
Administrative Assistant - Grade 4	
1st Year	986.00
2nd Year	1006.80
3rd Year	1028.20
4th Year	1049.70
Pay Clerks - Grade 3/4	
1st Year	1010.20
2nd Year	1098.00
Pay Clerk - Senior	

1st Year & Thereafter	1157.40
Senior Administrative Assistant - Grade 1	
1st Year	1070.10
2nd Year	1096.10
Senior Administrative Assistant - Grade 2	
1st Year	1129.40
2nd Year	1157.40
Senior Administrative Assistant - Grade 3	
1st Year	1195.80
2nd Year	1225.50
Administrative Officer - Grade 1	
1st Year	1270.80
2nd Year	1305.30
Administrative Officer - Grade 2	
1st Year	1326.70
2nd Year	1362.00
Administrative Officer - Grade 3	
1st Year	1405.90
2nd Year	1449.20
Senior Administrative Officer - Grade 1	
1st Year	1507.10
2nd Year	1551.00
Senior Administrative Officer - Grade 2	
1st Year	1599.30
2nd Year	1647.70
Computer Operator - Grade 1	
1st Year	832.20
2nd Year	853.40
3rd Year	886.40
4th Year	908.70
Computer Operator - Grade 2	
1st Year	915.80
2nd Year	972.50
3rd Year	1006.10
Computer Programmer	
1st Year	1193.40
2nd Year	1268.30
3rd Year	1402.20
4th Year	1504.30
Operations Centre Communications Assistants	
Trainee	972.50
1st Year	1036.20
2nd Year	1059.00
3rd Year	1081.10
4th Year	1104.10
Operations Centre Assistant Supervisor	
1st Year	1051.00
2nd Year	1073.30
3rd Year	1095.90
4th Year	1118.50
Operations Centre Senior Supervisor	
1st Year	1140.50
2nd Year	1168.60

41. Climatic and Isolation Allowance

Climatic and Isolation Allowance		
Clause	Description	Rate per week \$
28 (a)	Climatic and Isolation Allowance	4.50
28 (b)	Climatic and Isolation Allowance	9.00

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2014

I. TABBAA, Commissioner

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BORAL COUNTRY - CONCRETE AND QUARRIES CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Resources (NSW) Pty Ltd.

(No. IRC 662 of 2014)

Before Commissioner Newall

18 September 2014

DETERMINATION

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Clause No.	Subject Matter
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Schedule A - Regional Flag Fall

Schedule B - Variation of Rates

Schedule C - Productivity Bonus

2. Preamble

2.1 Boral's intent in operating under this Contract Determination is to:

- (i) apply the benefits of utilisation based competitive rates to competitive advantage to maintain Boral's market share in country NSW and in key regional markets more specifically; and
- (ii) not reduce the available volume of cartage to Carriers as a consequence of this Contract Determination.

3. Definitions

For the purposes of this Contract Determination the following terms shall bear the meanings:

- 3.1 "The Act" shall mean the Industrial Relations Act 1996.
- 3.2 "Carrier" shall mean a company engaged by Boral to perform contracts of carriage as defined in section 309 of the Act.
- 3.3 "Boral" shall mean Boral Resources (Country) Pty Limited its successors, assignees and transitees.
- 3.4 "Union" shall mean the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers).
- 3.5 "Product" shall mean pre-mixed concrete or batched materials.
- 3.6 "Cartage work" shall mean the mixing and carriage of product in the mixer (and everything connected with it) by the Carrier as and when required by Boral.
- 3.7 "Communication equipment" shall mean a two-way radio, satellite tracking equipment etc.
- 3.8 "Such terms" (refer clause 23.1) shall mean that:
 - (a) each insurance policy covers such risks and contains such conditions, endorsements and exclusions as are reasonably acceptable to or reasonably required by Boral; and
 - (b) (unless Boral agrees otherwise or unless any relevant law precludes this) Boral is named as principal for its respective rights and interests and for the purposes of a cross liabilities clause as permitted by law.
- 3.9 "Total working days" means all days (Monday to Saturday) that a Carrier is required to perform cartage work in accordance with this Contract Determination.

4. Cartage Rates

- 4.1
 - (a) Carriers shall be paid:
 - (i) (A) per cubic metre regional flag fall up to 3km; and
 - (ii) (B) per cubic metre per kilometre thereafter (part kilometres rounded up to the nearest whole kilometre) that the load is carried.
 - (b) The rates set out in this Contract Determination shall be varied in accordance with the provisions of Schedule "A" and "B".

Notation: refer to clause 26 for the amounts referred to in this clause by way of a capital letter.

Notation: the cartage rates arising from this clause are exclusive of GST.

- 4.2 Minimum Load - A Carrier shall be guaranteed a minimum load of 3 cubic metres or a minimum payment on the basis of 3 cubic metres.
- 4.3 Mixing in the Yard - A fee of (A) shall be paid to mix and discharge product into a customer's vehicle for transport from the plant. A Carrier shall be guaranteed a minimum load of 3 cubic metres or a minimum payment on the basis of 3 cubic metres.
- 4.4 Penalty Rates and Stand By -
- (a) Surcharges per load shall be payable in respect of product delivered which is loaded:

Between 4.30pm to 5.59am Monday to Friday inclusive	(D)
On a Saturday outside of the spread of 6.00am to 1.00pm inclusive	(D)
On a Sunday	(E)
On a Public Holiday	(E)

- (b) Whenever a Carrier is required to attend at a plant during the times set out in (a) above they shall be paid 50% of (D) for each completed half hour after the initial half hour where no load is received or after the Carrier returns to the plant from the preceding load.
- 4.5 Hourly Hire - where a Carrier is requested by Boral (and the Carrier agrees) to perform cartage work on site on hourly hire, (C) per minute which will be payable from the requested start time to finish time calculated to the nearest whole minute.
- 4.6 Boral shall reimburse a Carrier on provision of a receipt (which may include an e-tag receipt or monthly account statement) for all road and bridge tolls paid when performing the cartage work on the route directed by Boral.
- 4.7 Diverted Loads -
- (a) Direct Diversion - Where a load is diverted enroute a Carrier shall be paid normal cartage rates covering the total distance travelled from initial departure from the plant to the ultimate delivery point of the load.
- (i) Return to Plant and Divert - It is thereafter treated as a new load.
- (ii) Return to Plant and Subsequently Dumped Outside Plant - where Boral directs any quantity of left over product that has been agitated in the yard to be taken to another site and dumped, payment shall be made at the rate of (B) per kilometre with a minimum of 3 cubic metres and a 3 kilometre minimum.
- 4.8 Multiple Discharge Points -
- (a) Same Customer - Payment for haulage covers the total distance travelled until delivery is completed. Unloading time will commence from the start of unloading at the first point and will continue until the final completion of unloading when drops are within one kilometre. Over one kilometre, the total of the additional kilometres travelled will be added to the ticket and paid as if the original load was carried for the entire distance.
- (b) Multiple Customers - Each delivery will be treated for the purpose of payment of cartage as if a separate delivery had been made from the plant to each delivery point.
- 4.9 Left Over Product -
- (a) All product remains the property of Boral and accordingly Boral reserves the right to direct where product is to be taken or if and where it is to be dumped. The Carrier shall contact the plant for instructions as soon as possible.

- (b) No payment shall be made when product is dumped in the vicinity of the job site.
- (c) When 1 cubic metres or more of product are left over from a job, return cartage shall be paid at the rate of (B) per kilometre per cubic metre.

When less than 1 cubic metre is returned in one and only one of the following circumstances:

- (i) where the load is rejected because of product fault;
- (ii) where the load taken out is not required;
- (iii) when a truck is used to dispose of left over product, such as a result of a pump line blow-back; or
- (iv) when the product is not returned to the "source" plant, a 3 cubic minimum shall apply.

4.10 Subject to the Carrier using their best endeavours to comply with any procedure provided to them by Boral for the recording of waiting time the Carrier will be paid at the rate of (C) per minute in excess of 30 minutes waiting to complete the discharge of the load calculated as the time between the Carrier arriving at the delivery site set out on the delivery docket and the time taken to complete the discharge of the load.

4.11 If a Carrier is:

- (a) recalled to perform cartage work after being rostered off for the day (whether notified before or after leaving); or
- (b) called in on a Sunday or Public Holiday; and
- (c) fails to cart at least four loads,

they shall be paid a call out fee of (G) and paid for any loads carted.

5. Payments Provided for in the Rates

5.1 All benefits and entitlements however arising in law are provided for in the rates and surcharges set out in this Contract Determination.

6. Haulage Area, Cartage Zones and Transfer Fees

6.1 Subject to clause 6.2, 6.3 and 6.5 hereof a Carrier shall haul product as required from Boral's plants. A Carrier shall normally perform cartage work for a period of time from a nominated plant or other plants in accordance with the requirements of Boral.

6.2 When a Carrier is transferred to a plant:

- (a) with a load carried for at least half the distance no transfer fee shall apply; or
- (b) without a load a transfer fee shall apply at the rate in (F) per kilometre travelled.

Notation: for the purpose of payment under this clause the transfer and any return transfer shall be treated separately.

6.3 The right referred to in 6.1 shall not extend to a situation where a Carrier would need to change their residential domicile as a consequence of changing their nominated plant.

6.4 Subject to Boral's approval:

- (a) (which shall not be unreasonably withheld having regard to its commercial needs) a Carrier may agree to swap their nominated plant with another Carrier; or
 - (b) (which may be withheld in Boral's complete discretion) a Carrier may agree to swap their nominated plant with a driver of a company vehicle.
- 6.5 Boral may direct a Carrier to haul product from a plant other than the Carrier's nominated plant (referred to in clause 6.1 as "other plants") in circumstances where clause 7 applies provided that:
- (a) such direction cannot require the Carrier to haul product from the other plant for a continuous period in excess of one month (the transfer period) without the consent of the Carrier;
 - (b) the Carrier is paid a transfer fee to and from the other plant (once only for the transfer period); and
 - (c) (if the transfer period includes weekends) the Carrier may return home (and then return to the other plant) on weekends at times when they are not required to perform cartage work at their own expense and in their own time.

7. Living Away from Home Allowance

- 7.1 A Carrier engaged on cartage work which precludes them from reaching their usual place of residence at night shall upon presentation of receipts be reimbursed for reasonable expenses incurred at approved motel style accommodation. Reasonable expenses are:
- (a) a room, breakfast and an evening meal; or
 - (b) a room with kitchen facilities.

8. Loading

- 8.1 Despite anything else in this Contract Determination, Boral may preferentially load Carrier vehicles and/or its own vehicles in order to meet customer preferences or requests associated with the carrying capacity of a vehicle. For the avoidance of doubt, Boral's ability to preferentially load Carrier vehicles and/or its own vehicles may be exercised in circumstances including (but not limited to):
- (a) the cartage of a single load;
 - (b) vehicles with returned concrete (where it is impractical due to facility or time constraints to transfer the returned concrete to the next vehicle in line);
 - (c) where a load or series of loads may exceed the legal carrying capacity of particular vehicles; or
 - (d) where customers have requested cartage work to be undertaken by particular vehicles in order to satisfy their requirements, restrictions or limitations.

9. Haulage Accounts

- 9.1 A Carrier shall prepare their accounts according to the requirements of Boral.
- 9.2 Haulage accounts shall be paid on the following basis:
- (a) cartage earnings shall be calculated twice monthly and paid within ten days of the last day of the period; and
 - (b) payment will be by electronic funds transfer into a Carriers nominated bank account.
- 9.3 Account discrepancies relating to the immediately preceding pay period shall be settled promptly and in no case later than 14 days from the date of submission by a Carrier. Account discrepancies relating to

other than the immediately preceding pay period shall be settled as soon as practicable. Where following settlement of an account discrepancy an adjustment to payments is required, such adjustment shall be made in the pay period following settlement.

10. Loading and Delivery of Products

10.1 Subject to clause 8, a Carrier shall report ready, willing and able (with their vehicle) at the times and plants that Boral directs and shall:

- (a) receive their first load on the basis of a rotating start roster; and
- (b) be loaded in the sequence of their return to the plant.

Notation: Subject to clause 8, and to avoid any doubt Boral will load its own vehicles in accordance with this clause.

10.2 A Carrier shall ensure that the load is properly mixed according to Boral's practice and that the slump of the product on arrival at the discharge point is in accordance with limits of the appropriate Australian Standard Specification as provided to a Carrier by Boral. The mixer drum must be kept turning at all times when it contains product.

10.3 A Carrier shall visually inspect each load prior to leaving the yard and shall advise Boral of any apparent unusual features of the load which may have occurred due to batching error, plant failure or contamination.

10.4 When a load is rejected at a job site because of failure to slump correctly and/or failure to visually inspect the load prior to leaving the yard, a Carrier will not be paid the cartage.

10.5 At the job site a Carrier shall make every reasonable endeavour to obtain signatures from the customer as required by Boral.

10.6 A Carrier shall make every endeavour to collect money from COD customers for all product charges, including waiting time. All monies collected shall be submitted in full (as soon as possible) to the Plant Manager or Allocator, who shall issue a Carrier with a receipt.

10.7 A Carrier shall immediately advise Boral where practicable by the two-way radio or telephone, where a two-way radio is not provided, when a COD payment is not collected or dispute arises between a Carrier and the customer.

10.8 Where a load is dumped, a Carrier shall not be liable to compensate Boral unless the loss occurred as a direct result of his negligence or misconduct. Where such a liability does exist, Boral shall charge a Carrier for the product at material cost and cartage shall not be paid.

10.9 Boral may direct a Carrier to load out of a plant other than a Boral plant (e.g. a related body corporate of Boral, Hanson, Holcim etc) then:

- (a) where relevant in this clause, a reference in this clause to "Boral" shall be taken to be a reference to the company that operates the other plant;
- (b) a Carrier shall satisfactorily complete any additional paper work required; and
- (c) a Carrier shall be paid by Boral according to the rates in this Contract Determination.

10.10 The initial starting time and plant (and whether no cartage work is available) shall be notified to each Carrier by Boral before the close of business on the previous working day.

10.11 A Carrier shall take all care with but shall not have ultimate responsibility for the slump of 'kerb mix' if carted as batched without any water added. If such 'kerb mix' is then rejected by the customer a Carrier

shall still be paid for the load at the rate of (B) per cubic metre per kilometre travelled with a 3 kilometre minimum back to the plant.

- 10.12 When, during a working day, Boral assess that they have more vehicles at a plant than are required to finish the cartage work on that day Boral will:
- (a) roster off any vehicles transferred into that plant; and then
 - (b) allow any further excess vehicles to cease performing cartage work.
- 10.13 Boral will use its reasonable endeavours to accurately assess the number of vehicles it requires for cartage work at a plant on a Sunday or Public Holiday and only call that number of vehicles in and only retain them as needed.

11. Breakdowns

- 11.1 Boral shall not be responsible for any loss resulting from breakdowns of plant (unless caused by Boral's negligence), mixers (unless caused by Boral's negligence) or vehicles.
- 11.2 A Carrier shall initially assist in every possible way to remove the product from the mixer when a breakdown of the mixer or Carrier's vehicle occurs under load.

12. Size of Load

- 12.1 Boral has the right to nominate the load size and a Carrier has the right to refuse a load that is beyond the legal capacity of their vehicle or the rated capacity of the mixer.
- 12.2 Each Carrier shall be loaded to the maximum legal capacity whenever operationally practicable.

13. Hazardous Approach to Job Site

- 13.1 If the discharging of the load at any delivery site is unsafe for any reason, a Carrier shall immediately notify Boral prior to discharging the load.
- 13.2 A Carrier shall have the right to refuse to enter upon ground which he considers unsafe. Boral shall have the right to refuse payment for cartage where the option is used without reasonable justification.
- 13.3 Where a Carrier goes "beyond the kerb" to complete a delivery and their vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery he shall be given every reasonable assistance by Boral, who shall compensate a Carrier for any costs the Carrier has reasonably incurred in engaging outside equipment to extricate the vehicle.

Provided further that the reimbursement provision shall not apply where the vehicle becomes inoperative as a direct result of a Carrier's negligence.

- 13.4 Boral will ensure that any salvage contractor they select is covered by appropriate insurance policies to rectify any damage that the salvage contractor may cause a Carrier's vehicle during the extraction process.

14. Availability of a Suitable Vehicle

- 14.1 A Carrier shall on each working day (unless Boral advises that cartage work is not available) supply, 'man', operate and keep serviceable a prime mover that meets the requirements of any vehicle specification set out in the Carrier's Head Contract.
- 14.2 No vehicle shall be brought into service without the prior consent of Boral.
- 14.3 A defective vehicle shall be repaired as soon as practicable.

- 14.4 Where a Carrier is unable to report for work with their vehicle they shall arrange for Boral to be immediately informed of the reason and the anticipated period of absence.
- 14.5 A Carrier shall keep their vehicle clean and tidy and in presentable condition to the reasonable satisfaction of Boral.

15. Communication Equipment

- 15.1 A Carrier shall agree to the installation of communication equipment on their vehicle. All such equipment shall be installed by Boral's approved technician and such installation shall be of a professional standard. The installation shall include all necessary equipment, and the complete installation shall be undertaken at no cost to a Carrier. When such communication equipment is removed (while the Carrier continues to be engaged by Boral) Boral will make good the bodywork.
- 15.2 A Carrier shall take due care to ensure adequate protection of the equipment.
- 15.3 The equipment is to be operated and appropriate procedures are to be followed as laid down by Boral.
- 15.4 Boral shall be responsible for the maintenance of the communication equipment.

16. Mixer Care and Maintenance

- 16.1 Boral's mixer is in the care of a Carrier who shall keep the unit clean and tidy to the reasonable satisfaction of Boral.
- 16.2 A Carrier undertakes to exercise all possible care for the mixer. The mixer shall be thoroughly washed out and cleaned down during and after each day's cartage work and surfaces treated as required in preparation for the next day's cartage work. All cleaning materials shall be supplied by Boral.
- 16.3 A Carrier shall report all repair or maintenance requirements following the procedures laid down by Boral.
- 16.4 A Carrier shall convey the mixer to the workshop for repair or maintenance as requested by Boral. The Carrier shall be paid the rate (F) per kilometre for transfer to the workshop and return.
- 16.5 A Carrier shall be responsible for all minor maintenance to the satisfaction of Boral, such as topping up oil and greasing.
- 16.6 Boral shall be responsible for major maintenance.
- 16.7 A Carrier is responsible for the provision of fuel.
- 16.8 Boral is responsible for the provision of oil and grease for the mixer.
- 16.9 Boral's equipment is to be parked only in places approved by Boral. A Carrier is not responsible for any loss or damage to Boral's equipment when so parked.
- 16.10 (a) It is the Carrier's responsibility to inform Boral if concrete build up impedes the carrying capacity and/or mixing efficiency.
- (b) Subject to clause 16.10 (a), Boral shall be responsible for the removal of hardened concrete build up from the inside of the mixer (a process commonly known as de-dagging) for the first two occasions in a calendar year, provided that if a Carrier's mixer requires de-dagging more than twice in a calendar year, the Carrier shall be responsible for such de-dagging unless in the period since the last de-dagging the Carrier carted more than 30% of their loads in low slump concrete, kerb mix and/or no fines, in which case Boral shall be responsible for the de-dagging on a further two occasions per year.

- (c) A Carrier shall receive a transfer fee per kilometre at the rate of (F) per kilometre travelled to and from the place where the de-dagging is performed in accordance with clause 16.10 (b)

17. Provision of a Mixer

- 17.1 Boral shall be responsible for the provision of a mixer and its safe and proper initial fitting to a Carrier's vehicle in accordance with the specifications of the respective manufacturers, including the supply of U bolts, clearance lights and mud flaps.
- 17.2 After the initial fitting referred to in 17.1 above:
- (a) A Carrier shall be responsible for the mixer being properly secured to their vehicle
- (b) Boral shall be responsible for the maintenance and replacement of any clearance lights and mud flaps fitted to the mixer as long as such maintenance / replacement is not required as a result of an operators negligence.
- 17.3 A Carrier, in their discretion, may have the U bolts adjusted by a qualified mechanic and the reasonable costs incurred shall be met by Boral.
- 17.4 The mixer shall remain the property of Boral and shall be returned to Boral's nearest appropriate workshop facilities on completion of use.
- 17.5 Subject to its then current capital budget, Boral will use its reasonable endeavours to optimise the carrying capacity of a Carrier's vehicle by fitting a mixer driven from the prime mover engine.
- 17.6 If a Carrier requires the mixer to be removed to affect repairs that cannot be otherwise completed without the removal of the mixer, then the costs of the mixer removal and replacement shall be borne by Boral provided that such repairs are not for the purpose of painting, inspection, sandblasting or modifying the prime mover chassis.

18. Painting and/or Sign Writing of Mobile Unit

18.1 Boral To Periodically Paint

Boral shall periodically paint and/or signwrite the vehicle to its specification.

18.2 Quality Of Painting

Paint used will be of a quality that is acid resistant and capable of withstanding the arduous conditions of the industry. The painting shall be undertaken by a recognised truck painting contractor and the standard of finish shall be not less than that provided by tradesmen specialising in this field.

18.3 Preparation For Painting

All necessary surface preparations and procedures recommended by the paint manufacturers shall be adhered to. A Carrier shall be responsible for the provision of a sound painting surface of the vehicle, including but not limited to the rectification of corrosion, prior to presentation for painting.

18.4 Period Of Painting

A vehicle shall be painted every 5 years or a longer or shorter period by mutual agreement.

18.5 Meaning Of Vehicle

To avoid any doubt, for the purposes of this clause "vehicle" shall mean the complete prime mover and mixer including all their components and external surfaces without exception. The mixer shall be removed from the prime mover for painting.

18.6 Time Of Painting

- (a) All painting is to be done, weather permitting, within the estimated time for the following situations:
 - (i) vehicle - 10 days;
 - (ii) prime mover only - 5 days; and
 - (iii) prime mover and mixer frame (not including barrel) - 6 days.
- (b) If the painting requires a longer period than that set out in clause 18.6 (a), the Carrier shall be paid a payment for each such extra day or a proportional amount for part extra days calculated at the rate of the Carriers daily average earnings for total working days averaged over the preceding 12 months.

18.7 Removal Of Logos

The Carrier will make their vehicle available to Boral for removal of all "stick on logos" from their vehicle whenever their vehicle is permanently removed from Boral's fleet.

19. Renegotiation

- 19.1 If either party request, 12 months prior to the expiry of the nominal term Boral will meet with the Union to discuss whether or not any new Contract Determination should be entered into and if so its terms.

Any such discussions will occur in the context of the Term of the applicable Head Contract for Carriers and the 'package' nature of this Contract Determination and Head Contract.

20. Substitute Driver

- 20.1 If the Carrier's regular driver cannot drive through illness or for other good reason, the Carrier must provide a substitute driver but they must:
- (a) first obtain Boral's approval for the substitute driver (which shall not be unreasonably withheld);
 - (b) comply with any reasonable condition Boral sees fit to impose regarding the substitute driver (including the length of time for use of the substitute driver); and
 - (c) make sure that the substitute driver possesses an appropriate current driver's license.

21. Uniforms, Protective Equipment, and Storage

- 21.1 An approved driver shall maintain an acceptable neatness of dress and appearance.
- 21.2 Boral shall issue each Carrier with a standard uniform (the same and on the same terms as issued to a Boral employee undertaking cartage work) issue and the driver shall wear the uniform when performing cartage work.
- 21.3 Boral shall issue each Carrier with a standard protective equipment issue (the same and on the same terms as issued to a Boral employee undertaking cartage work) and the driver shall use the equipment as directed.
- 21.4 Unless impracticable given the constraints in the plant area, Boral shall provide sufficient space for the secure storage of Operator equipment (such as spare tyres and oil) at their nominated plant that is reasonably necessary to assist in the efficient and effective running of their vehicles.

22. Purchase of Product Or Goods

- 22.1 Carriers shall not use Boral's accounts for the purchase of product except as in clause 22.3.
- 22.2 Where Boral agrees to purchase product or goods at the request of a Carrier, the cost of such purchases may be deducted from a Carrier's haulage payments.
- 22.3 Boral shall issue to each Carrier, if requested, a credit card for the purchase of diesel fuel (to take advantage of any available Boral discounted price) for their prime mover. Payment for fuel purchased in this manner shall be deducted from the Carrier's monthly retainer payment.
- 22.4 Where a Carrier purchases fuel and other goods from Boral the cost of such purchases may be deducted from the Carrier's haulage payments.
- 22.5 Authorisation for Deduction - With the exception of 22.2 and 22.3, no other deductions may be made from a Carrier's haulage payment without the written permission of a Carrier.

23. Insurance

- 23.1 A Carrier shall arrange and keep current insurance cover whilst working under this Contract Determination in respect to:
- (a) motor vehicle comprehensive including third party property (\$20 million);
 - (b) motor vehicle compulsory third party;
 - (c) workers compensation for all employees including casual employees; and
 - (d) public liability:
 - (i) general cover to the value of \$20 million;
 - (ii) for mixer damage (extension) \$50,000 limit; and
 - (iii) for wrong delivery (extension) \$500,000 limit.
- 23.2 Unless otherwise agreed by Boral, each policy of insurance held by the Contractor must:
- (a) indemnify Boral as principal for principal's liability;
 - (b) contain a waiver of subrogation from the insurer in favour of Boral as principal to the extent that Boral is insured under the policy;
 - (c) contain a cross liability clause in which the insurer agrees to insure the liability of the insureds to Boral and to each other; and contain terms in which the insurer agrees not to impute pre-contractual non-disclosures or the acts, omissions or knowledge of one insured to any other insured for the purposes of determining rights to indemnity under the policy.
- 23.3 All insurance policies are to be submitted to Boral for perusal and returned prior to commencement of the Carrier's engagement (or this Contract Determination whichever comes first) operation. Thereafter such policies and proof of currency shall be produced annually.

24. Amenities

- 24.1 All amenities are to comply with any applicable legislative requirements. Carriers shall be responsible for the cleanliness and tidiness of all amenities arising from their personal use of them.

25. Dispute Procedure

25.1 The parties shall in the event of a dispute or grievance follow the procedure set out below:

25.1.1 When there is a disagreement the Carrier shall attempt to resolve the matter by negotiating with Boral's Area Manager.

25.1.2 Where the matter is not resolved the yard delegate shall attempt to resolve the matter by negotiating with Boral's Regional Manager.

25.1.3 If the matter remains unresolved an official of the Union may be party to continued negotiations with Boral's General Manager.

25.1.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission by either party under the terms of the Industrial Relations Act 1996.

25.2 Work shall continue normally while the dispute or grievance is being dealt with in accordance with this clause.

26. Rates and Other Monetary Amounts

Ref	Description	Paid	Rate
A	Loading flag fall to 3km	per cubic metre;	calculated in accordance with Schedule A
B	Kilometre rate after 3km	per cubic metres per kilometre;	\$0.94
C	Waiting Time	per minute;	\$1.62
D	Out of hours Monday - Saturday	per load;	\$43.98
E	Out of Hours - Sundays and Public Holidays	per load;	\$52.77
F	Transfer	per kilometre;	\$1.50
G	Call Out Fee	per instance;	\$175.44
H	Original Retainer Payment		\$71,867
I	Original Flag Fall Payment		\$7.34
J	Minimum Earnings	per annum;	\$100,000
K	Productivity Bonus	per cubic metre.	calculated in accordance with Schedule C

27. Minimum Earnings Guarantee

27.1 If in any financial year (1 July to 30 June) a Carrier:

- (a) is an entitled Carrier; and
- (b) earns (pursuant to clause 4 and 18.6 (b) and Schedule C of this Contract Determination) less than the minimum earning guarantee,

Boral shall pay the entitled Carrier the difference between the minimum earnings guarantee and what they actually earned on 1 August in the following financial year.

"Minimum earnings guarantee" means the amount set out in (J) of clause 26 as varied from time.

"Entitled Carrier" means a Carrier who subject to clause 14.1 performs cartage work for no less than 95% of the total working days in the financial year concerned determined from relevant Boral management records.

- 27.2 Every quarter (as defined in clause 1.4 of Schedule A), Boral will review the volume of cartage work performed by each Carrier within a region. Where a Carrier is performing less than 85% of the average volume of cartage work (for the Carrier's configuration of vehicle) within the Carrier's region for reasons not within the Carrier's control, Boral will review the pattern of cartage work within the region to determine whether the Carrier's productivity can be increased.

28. Union and Delegates

- 28.1 Boral recognises the Transport Workers Union of NSW as the relevant Union for the Carriers and their drivers to be members of.
- 28.2 A Carrier appointed as yard delegate shall, upon notification thereof to Boral by the Branch or Sub-Branch Secretary of the Union, be recognised as the accredited representative of the Union.

29. Meetings

- 29.1 If a Carrier is required to attend a meeting by Boral:
- (a) and they are required to use their personal vehicle (car etc) to do this they shall be reimbursed per kilometre at the rate arising from the Road Transport and Distribution Award 2010 for an employee required to use their personal vehicle in that situation; and/or
 - (b) outside of the hours 6.00am to 4.30pm Monday to Friday, after 1.00 pm on a Saturday, on a Sunday or on a public holiday, they shall be paid the appropriate hourly rate that would otherwise apply to an employee in that situation arising from the Road Transport and Distribution Award 2010 as varied from time to time.
- 29.2 Despite anything else in this clause where a Carrier is required to attend a site/project induction training session they shall be paid the appropriate hourly rate that would otherwise apply to an employee in that situation arising from the Road Transport and Distribution Award 2010 as varied from time to time. This payment is in substitution for any payment that might otherwise arise under clause 29.1 (b).

30. Sunday and Public Holiday Work

- 30.1 Despite clause 14.1 and subject to clause 30.2, Boral may require a Carrier to perform cartage work on Sundays and/or Public Holidays.
- 30.2 To avoid any doubt, Boral will firstly call for volunteers to perform work on a Sunday or public holiday and if sufficient volunteers are not available, Boral will then utilise an after hours roster for each plant which shall include Carrier vehicles and vehicles owned by Boral.

31. Area Incidence and Duration

- 31.1 This Contract Determination shall apply to Boral Resources (Country) Pty Limited and Carriers engaged by them within the State of New South Wales and operates to the exclusion of all other contract determinations except the Transport Industry - Redundancy (State) Contract Determination serial C5924 published 28 September 2007 (Vol. 363 IG 853). Note: The Transport Industry - Redundancy (State) Contract Determination contains a "set-off" relevant to this Contract Determination.
- 31.2 This Contract Determination rescinds and replaces the Boral Country - Concrete and Quarries Contract Determination published 17 February 2006 (357 I.G. 214).
- 31.3 This Contract Determination shall commence to operate on the first full pay period on or after 18 September 2014 and shall have a nominal term of three years.
- 31.4 The provisions of this Contract Determination are not to be used in negotiations or proceedings concerning Boral or company's related to Boral and are not to be regarded as a precedent and are based on the particular facts and circumstances affecting Boral and its Carriers.

SCHEDULE A

Regional Flag Fall

1. Calculation of Regional Flag Fall

1.1 Principle

The Regional Flag Fall payment is calculated on a Regional basis as set out in this Schedule.

To avoid any doubt a reference in this Schedule to vehicles is a reference to Carrier vehicles and does not include vehicles owned by Boral.

1.2 Establishment of Regions

Boral shall establish operational regions for the purposes of calculating Regional Flag Falls. The establishment of such regions should be based on grouping geographically close plants that have similar vehicle utilisation.

Boral may change the regions once established and if any dispute arises in relation to this then the procedure set out in clause 25 of this Contract Determination shall be applied.

At the commencement of this Contract Determination the regions are:

	Region Name	Plants included in Region
1	Central Coast	Gosford, Berkley Vale, Kincumber, Doyalson
2	Hunter 1	Seaham, Rathmines, Kooragang, Jesmond, Gateshead, Boolaroo, Thornton
3	Hunter 2	Maitland, Kurri, Singleton, Musselbrook
4	Far North	Ballina, Lismore, Casino, Evans Head, Alstonville, Grafton, Maclean
5	Coffs Harbour	Coffs Harbour, Macksville, Woolgoolga
6	Mid North	Kempsey, Laurieton, Port Macquarie, Taree, South West Rocks, Wauchope
7	North West	Armidale, Inverell, Tamworth, Quirindi
8	Illawarra	Dunmore, Port Kembla, Maldon
9	Shoalhaven	Nowra, Huskinson, Sussex Inlet, Milton
10	South Coast	Batemans Bay, Moruya, Narooma
11	Wagga	Wagga
12	Far South	Bermagui, Bega, Pambula, Bombala, Jindabyne
13	Highlands	Goulburn, Marulan, Moss Vale & Mittagong
14	Western	Dubbo, Mudgee, Orange

1.3 Regional Flag Fall Calculation

The Flag Fall for a region is calculated using the following formula:

$(\text{Original Retainer Payment} / \text{Regional Utilisation}) + \text{Original Flag Fall Payment} + \text{Regional Productivity Bonus}$

"Original Retainer Payment" means the amount set out in (H) of clause 26 as varied from time to time in accordance with clause 1.5.

"Regional Productivity Bonus" means the amount set out in (K) of clause 26 as varied from time to time in accordance with clause 1.5.

"Regional Utilisation: means the average paid m3 utilisation for a region determined by the following formula:

$(\text{Paid m3 carried by valid Carrier vehicles in the region in the preceding 12 months}) / (\text{the number of valid Carrier vehicles in the region in the preceding 12 months})$

"Paid m3" means the m3 paid for on the docket inclusive of minimum payments etc not the m3 actually carried as determined from relevant Boral management records.

"Valid Carrier vehicles" means the number of Carrier vehicles in a region that have been ready, willing and able, to perform cartage work for no less than 95% of the total working days in the quarter determined by Boral from relevant Boral management records.

1.4 Quarterly Recalculation of Regional Flag Fall

Regional Flag Falls will be recalculated by Boral utilising the formulas in clause 1.3 on and as at the last day of each quarter and the new Regional Flag Fall will operate from the relevant commencement date.

For the purposes of this Schedule "quarter" and "relevant commencement date" shall be as set out in the table below:

Quarter	Relevant Commencement Date
July to September	1 November
October to December	1 February
January to March	1 May
April to June	1 August

1.5 Annual Review

The Original Retainer Payment and the Original Flag Fall Payment shall be varied by (and when) any percentage change if any arises from Schedule B Clause 1.1 - General Variation Of Cartage Rates.

SCHEDULE B

VARIATION OF RATES

1. Formula

1.1 General Variation Of Cartage Rates

- (a) At the commencement of each new financial year, the rates set out in the following clauses shall be adjusted in accordance with this clause:
- (i) clause 26 (B) to (G) inclusive;
 - (ii) the Original Retainer Payment in clause 26 (H);
 - (iii) the Original Flag Fall Payment in clause 26 (I); and
 - (iv) the Minimum Earnings Guarantee in clause 26 (J).
- (b) The percentage variation (if any) to items set out in clause 1.1 (a) above shall be calculated as the percentage variation ascertained for the preceding:
- (i) financial year (July 1 to June 30) for all elements of the general variation formula contained in clause 1.2 except the fuel element; and
 - (ii) quarter (April to June) for the fuel element.
- (c) Rates varied in accordance with this clause shall be calculated to the nearest whole cent and paid on and from 1 August.

1.2 General Variation Formula

The general variation formula is:

$[LP \times APV] + [FP \times BPV] + [MP \times MPCPI] + [TP \times TPCPI] + [INS \times INSCPI] + [Rego \times RegoCPI] + [ACP \times CPIV] = \text{percentage variation.}$

The fuel element is:

$[FP \times BPV]$

For the purposes of clause 1.2, the following definitions apply:

Abbreviation	Meaning
LP (Labour Proportion)	51.5%;
APV (Award Percentage Variation)	The percentage variation in Grade 5 of the Road Transport and Distribution Award 2010 in the cartage year;
FP (Fuel Proportion)	10%;
BPV (Bowser Price Variation)	The average of the monthly percentage variations in the price of distillate that Boral makes available in Accordance with clause 22.3 to Carriers in the preceding quarter of the cartage year.
MP (Maintenance Proportion)	9%;
MPCPI (Maintenance Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Repair and Servicing Index in the cartage year;
TP (Tyre Proportion)	2.3%;
TPCPI (Tyre Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Parts and Accessories Index in the cartage year;
INS (Insurance Portion)	8.7%;
INSCPI (Insurance Variation)	The average percentage variation determined by Boral (in consultation with the Carrier's Senior Delegate) from such inquiries of Carriers and other persons as Boral considers appropriate to ascertain the best price of a supplier in NSW of the insurances required by clause 23 on terms which might reasonably be accepted by a Carrier;
Rego (Registration Cost Portion)	1.3%;
RegoCPI (Registration Variation)	The percentage variation in the ABS CPI Transportation Private Motoring Motor Vehicle Other Motoring Charges Index in the cartage year;
ACP (Administration Cost Portion)	3.9%;
CPIV (Consumer Price Index Variation)	The percentage variation in the ABS Sydney All Groups Index in the cartage year;
Cartage year	Preceding financial year (July 1 to June 30)
Quarter	July to September, October to December, January to March, April to June

1.3 Fuel Variation Of Cartage Rates

- (a) At the end of each quarter, the rates in clause 26 (B) to (G) inclusive, the Original Retainer Payment in clause 26 (H), the Original Flag Fall Payment in clause 26 (I) and the Minimum Earnings Guarantee in clause 26 (J), shall be adjusted in accordance with this clause to account for any change in the price of fuel only.

- (b) The percentage variation (if any) to items set out in clause 1.3 (a) above shall be calculated as the percentage variation ascertained by adjusting the fuel element of the general variation formula only and then recalculating the general variation formula.
- (c) Rates varied in accordance with this clause shall be calculated to the nearest whole cent and paid on and from the relevant commencement date.

For the purposes of this clause 1.3 "quarter" and "relevant commencement date" shall be as set out in the table below:

Quarter	Relevant Commencement Date
July to September	1 November
October to December	1 February
January to March	1 May

SCHEDULE C

Productivity Bonus

Boral recognises the benefits that Boral derives from the productive performance of cartage work by Carriers. Boral is accordingly willing to provide an opportunity for Carriers to share in the benefits derived from increased productivity.

For this reason, Boral offers a productivity bonus to the Carrier, calculated by reference to the total cartage work undertaken by the Carrier's region as a whole. The productivity bonus consists of a payment to the Carrier per cubic metre carted in the region as a whole, on the following basis:

Regional	< 3999	4000 to	4500 to	5000 to	5500 to	6000	6500	> 7000
Productivity		4499	4999	5499m3	5999	6499	6999	
\$ per Carrier per m3	\$0.75	\$0.75	\$0.75	\$1.00	\$1.25	\$1.50	\$1.75	\$2.00

P. J. NEWALL, Commissioner

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BORAL COUNTRY - CONCRETE AND QUARRIES CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Boral Resources (NSW) Pty Ltd.

(No. IRC 701 of 2014)

Before Commissioner Tabbaa

10 October 2014

AWARD

1. Delete subclause 23.2 of clause 23, Insurance, of the Contract Determination made by Commissioner Newall on 18 September 2014 in Matter No. IRC 662 of 2014 and insert in lieu thereof the following:
 - 23.2 Unless otherwise agreed by Boral, each policy of insurance held by the Carrier must indemnify Boral as principal for principal's liability.
2. This variation shall take effect on and from 1 October 2014.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**CARE WORKER EMPLOYEES - DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES - AGEING DISABILITY AND HOME CARE
(STATE) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ageing, Disability and Home Care.

(No. IRC 621 of 2014)

Before Commissioner Newall

22 October 2014

AWARD

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Clause No. Subject Matter

PART A

MACHINERY OF AGREEMENT

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- 5A. No Extra Claims
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Appendix A - Availability Register Form
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Appendix C - Fixed Term Contract
Appendix D - Care Worker Self Rostering checklist
Appendix E - Guidelines for initiating changes to client
service
Appendix F - Guidelines for grading care work

2. Title

This Award shall be known as the, Care Worker Employees - Department of Family and Community Services - Ageing Disability and Home Care (State) Award 2014.

3. Application

This Award was negotiated between the Director Public Employment, Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services and United Voice - NSW Branch.

4. Area, Incidence and Duration

This Award shall apply to persons employed in the classifications contained in Part I, Monetary Rates - Table 1 Salaries.

This award rescinds and replaces the Care Worker Employees - Department of Family and Community Services - Ageing Disability and Home Care (State) Award 2011, published 5 October 2012 (374 IG 1178), and all variations thereof.

This award is to become operative from the first full pay period to commence on or after 1 September 2014 and will expire on 31 August 2015.

5. Future Awards

The parties agree that they will commence negotiations for the next Award to achieve improved performance of Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services not less than six (6) months prior to the Agreement expiring.

5A. No Extra Claims

Prior to 1 September 2015, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.

The terms of the above subclause do not prevent the parties from taking any proceedings:

- a) with respect to the interpretation, application or enforcement of existing award provisions;
- b) as provided for in clauses 5 and/or 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW);
- c) as provided for in the undertakings set out in Ex 1 of the proceedings; and/or
- d) as provided for in clauses 6(1)(a), (b) and/or (c) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 (NSW) after 31 March 2015 where such claims or demands concerning wages or conditions of employment are to commence no sooner than 1 September 2015.

6. Definitions

"Award" - means the Care Worker Employees - Family and Community Services - Ageing Disability and Home Care (State) Award 2014.

"Casual employee" - means an employee engaged by the hour and paid as such and who works less than 20 hours per fortnight. Where a casual employee works above 20 hours per fortnight it is to be for temporary and relief purposes only.

"Competency Assessor" - An employee called upon by the employer to undertake the role of a Workplace Competency Assessor and any other role associated with the Care Workers Professional Development Program.

"Domestic Assistance Duties" - refers to assistance with domestic chores, including assistance with cleaning, dishwashing, clothes washing and ironing, shopping and bill paying and meal preparation where this is one component of the overall occasion of service.

"Employer" - means the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services .

"Employee" - means a person employed by the Home Care Service Division within the scope of this Award.

"Engagement" - means time on the job with the client(s), joined by the time taken to travel between clients, meal breaks, crib breaks and rest periods. Typically, this will be a series of tasks one after another.

"Family" - includes traditional family relationships, non traditional relationships and culturally based equivalents.

"Fixed Term Contract" - means an employee who has been employed specifically for a fixed term of employment.

"Full-time Employee" - means any employee who is regularly rostered to work between 70-76 hours per fortnight.

"Overnight Care" - means care to clients overnight where the employee receives reasonable rest periods during the night.

"Part-time Employee" - means any employee who is regularly rostered to work less than 70 hours per fortnight but no less than 30 hours or more per fortnight. Provided that the minimum part-time hours shall be no less than 20 hours per fortnight during the transition arrangements period of this Award or where such employees meet the criteria identified at clause 7(i) of the Memorandum of Understanding between the LHMU and DADHC dated 27 May 2009.

"Permanent Relief Care Worker - means a Care Worker employee specifically employed to undertake relief task resulting from planned and unplanned Care Worker leave. Relief Care Workers are appointed as such and provide the full range of Home Care services to clients.

"Presenter" - means an employee designated by the Branch to prepare and present Branch based training programs to groups of employee's as distinct from one on one "on the job" training.

"Service" - means the Home Care Service of New South Wales.

"Task" - means the smallest discrete unit of an engagement. Examples of tasks may include; an incident of travel time, a specific client service, or a meal break. A client receiving 2 hours of service, 1 hour of housework and 1 hour of personal care, as 2 tasks - one for each service type.

"The parties" - means the Union and the Department.

"Union" - means United Voice - NSW Branch. (UV).

7. Grievance/Dispute Settling Procedures

- i. All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduate steps for further attempts at resolution at higher levels of authority within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, if required.
- ii. An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- iii. Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the employee to advise their immediate supervisor, the notification may occur to the next appropriate level of management, including where required, to the Director General, Department of Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services or delegate.
- iv. The immediate supervisor, 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.
- v. If the matter remains unresolved with the immediate supervisor, the employee 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Area or Regional Manager.
- vi. The Area or Regional Manager may refer the matter to the Regional Director for consideration.
- vii. If the matter remains unresolved, the Area or Regional Manager shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- viii. An employee, at any stage, may request to be represented by their union.
- ix. Notwithstanding the above, either party may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures. The decision of the New South Wales Industrial Relations Commission must be accepted by the parties, subject to any appeal availability.
- x. Whilst the procedures outlined in the subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

8. Consultation

If, during the course of this Award, the employer requires employees covered by this Award to undertake tasks outside the parameters normally and reasonably prescribed by the Department of Ageing, Disability and Home Care, the parties shall meet to negotiate appropriate rates of pay and conditions. Whilst those negotiations proceed, on a without prejudice basis, employees will be paid for such tasks at Higher Duties - Care Worker Grade 4 pursuant to clause 16 of this agreement.

Trial/Implementation of non-paper based time and attendance system

- (i) The parties to this award agree to consult on future technologies for electronic time and attendance capture and/or any other non-paper based time and attendance system proposed to be utilised for the purpose of recording attendance of Care Workers at the clients' residence.
- (ii) Trials/implementation of non-paper based time and attendance systems will be conducted subject to the following:

A Joint Implementation Committee, comprising of but not limited to representatives of each of the parties to this Award will be established. The purpose of the Joint Implementation Committee is to examine the possibilities of a non-paper based time and attendance system through various trials and pilot projects where the technology/systems can be assessed for suitability. The consultation working party will ensure the trial(s) is (are) conducted with as little disruption to normal work as possible, and that no employee is disadvantaged as a result of the trial. The Joint Implementation Committee will also ensure that each affected employee receives proper training in the use of the proposed time and attendance technology.

For the purposes of any trial (s) clause 22C of this Award shall be disregarded. Employees in Branches not participating in the trial (s) will continue to be subject to clause 22C.

All Care Workers in a Branch participating in a trial (s) of a non-paper based time and attendance systems are required to fully participate in that trial.

- (iii) At the conclusion of the trial(s) the Joint Implementation Committee shall meet and assess the effectiveness of the time and attendance system(s) and shall report on any difficulties encountered during the trial(s) and/or any proposals for improvements to the system(s).
- (iv) Following the trial(s) Home Care may implement the non-paper based time and attendance technology agreed to best suit the operation of Home Care. If such a decision is taken the technology will be implemented throughout Home Care's state-wide Branch network.
- (v) Where agreement cannot be reached on implementation, the assistance of the NSW Industrial Relation Commission may be sought by either party.

PART B

EMPLOYMENT CONDITIONS

9. Contract of Employment

A. Employment Conditions

- i. An employee may be engaged as a full-time, part-time, casual or fixed term contract employee. An employee shall be notified in writing at the point of hire of their employment status, grade/classification and level of contract hours.
- ii. Employees other than casuals shall be rostered for 2 weekly periods and their employment shall be terminated by 2 weeks notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of the difference between the notice given and 2 week's wages in lieu thereof.
- iii. Notwithstanding the provisions of this clause the employer or its representative shall have the right to terminate an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.
- iv. On the termination of employment the employer shall, at the request of the employee, give to such employee a statement signed by the employer stating the period of employment, the class of work employed upon and when the employment terminated.

- v. Where due notice of termination of employment has been given, all monies which are due shall be paid to the employee concerned no later than three (3) working days following date of termination. Monies shall be paid into the former employees wages account.

B. Full-time employment

- i. A full-time employee shall be an employee who is employed to work a minimum of 70 hours per fortnight and a maximum of 76 hours per fortnight.
- ii. Full-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays, Sick Leave and like conditions of this Award on a full time basis of 76 hours per fortnight.

C. Part-time employment

- i. A part-time employee shall receive the appropriate hourly rate of pay prescribed in Part I. Monetary Rates - Table 1 Salaries, of this Award, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- ii. Part-time employees shall be entitled to Annual Leave, Long Service Leave, Public Holidays and like conditions of this Award on a pro-rata basis. Sick Leave shall be based on the upper level of contract hours as prescribed in per Clause 34 - Sick Leave, of this award.
- iii. Part-time employees shall be offered all additional hours of work, in accordance with Clause 13 - Distribution of Hours, wherever practicable to do so before new employees are employed so that part-time employees may obtain increased regular hours (and where practicable to create full-time positions as per Clause 9 - Contract of Employment), of this Award.

D. Uncontracted employees

Contract hours shall not apply to permanent employees who were employed before the 1992 Award became operative and whose ordinary hours are less than 20 hours per fortnight. Such employees shall remain as part-time employees. Employees who are not covered by contract hours shall be offered additional work, wherever practicable, in order to increase their working hours to such a degree that they shall be covered by contract hours.

E. Casual employment

- i. Employees who work less than 20 hours per fortnight shall be employed as casuals and therefore shall not receive contract hours.
- ii. A casual employee is employed and paid by the hour and shall receive the hourly rate of pay prescribed in Part I. Monetary Rates - Table 1 Salaries, of this Award, plus a casual loading of 20% of the appropriate hourly rate of pay for all duty performed. This amount shall be the ordinary rate of pay for casual employees and is inclusive of compensation for Annual Leave, Sick Leave and Public Holidays. The ordinary hourly rate for casuals shall attract the appropriate loadings or penalties as outlined in this Award.
- iii. The hourly rate of pay prescribed in paragraph (ii) hereof shall be calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- iv. Casual employees shall receive a minimum payment of one (1) hour for each engagement subject to the provisions outlined in Clause 12 - Hours of Work, of this Award.
- v. The employment of a casual employee may be terminated by one hour's notice.

F. Probationary Period

The employment of permanent employees without previous service employed subsequent to certification of this Award shall be subject to a probationary period of up to three months. During the first four

weeks of employment such employees may be terminated with one day's notice. Provided that the employer and employee may agree in writing to reduce or exclude altogether the probationary period.

No probationary period shall apply to employees transferring from one grade to another, save for the balance of any probationary period arising from the initial engagement and which remains in force at the time of transfer between grades.

The probationary period is subject to the procedures contained in PART C, 10 "Probationary requirements for new employees" of the Home Care Service Personnel Policies and Procedures.

10. Conversion to Permanent Employment

1. This clause only applies to a regular casual employee:
 - (i) A "regular casual employee" means a casual employee who is employed by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least six (6) months.
2. A regular casual employee who has been engaged by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services for at least six (6) months, may elect (subject to the provisions of this clause) to have his or her contract of employment converted to permanent employment.
 - (i) The employee will be converted to a contract band in accordance with clause 11 of this Award.
 - (ii) The appropriate contract band will be determined by taking an average of the hours worked by the employee over the preceding six (6) months less 15% and employment will be offered within the corresponding band e.g. a casual employee averages 42 hours over twelve months, less 15% equals average of 35.7 hours. Therefore the employee must be offered a 30-hour contract.
 - (iii) Nothing in this clause prevents the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services from offering a contract at a higher level than that arrived at by following the process specified in sub-clause 10(2)(ii).
 - (iv) Nothing in this clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to offer permanent employment to an employee who, after following the process specified in sub-clause 10(12)(ii), averages less than 30 hours a fortnight.
3. Where a regular casual employee seeks to convert to permanent employment, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services may consent to or refuse the election, but only on reasonable grounds. In considering a request, the Home Care Service may have regard to any of the following factors:
 - (i) Initial employment through some form of merit selection
 - (ii) the size and needs of the Branch in which the employee works;
 - (iii) the nature of the work the employee has been doing;
 - (iv) the qualifications, skills, and training of the employee;
 - (v) the employee's personal circumstances, including any family responsibilities;
 - (vi) ongoing availability of work
 - (vii) satisfactory performance and conduct record

- (viii) any other relevant matter.
- 4. Where it is agreed that a regular casual employee will have his or her employment converted to permanent employment as provided for in this clause, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services and the employee must discuss and agree upon to which contract band the employee will convert. Consistent with the process outlined at 10(2)(ii), 10(2)(iii).
- 5. The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- 6. An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this Award. Unless at the employees request or as a result of their individual circumstances
- 7. Nothing in this clause obliges a regular casual employee to request conversion to permanent employment, nor permits the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to require a casual employee to so convert.
- 8. Nothing in this clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to convert the employment of a regular casual employee to permanent employment if the employee has not worked for six (6) months or more for the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services.
- 9. Nothing in the clause requires the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services to increase the hours of a regular casual employee seeking conversion to permanent employment. The allocation of work must be in accordance with Clause 13 of this Award-Distribution of Hours.
- 10. Any dispute about a refusal of an application to convert a contract of employment or about the matters referred to in sub-paragraph 10(3) must be dealt with in accordance with the provisions of clause 7 - Grievance/Dispute Settling Procedure.

11. Contract Hours

(i) Contract Bands

Employees, other than casuals, shall be given contract hours on a fortnightly basis.

The following table sets out the levels of contract hours:

Column 1 Contract hours	Column 2 Actual hours worked
30	30 - 39
50	50 - 59
70	70 - 76 (Full time)

Contract hours, as specified in column 1, shall be based on the Monday to Friday hours of work for Monday to Friday employees and Saturday to Friday hours for Saturday to Friday employees.

Contract hours specify the minimum hours the employee must work and the minimum payments that an employee shall receive.

An employee on contract hours, as specified in Column 1, must accept work up to and including the corresponding range of hours in Column 2 where this request is reasonable and within the employee’s agreed availability. An employee may accept additional hours above the corresponding range by the agreement of both parties.

Employees who are unable to be offered at least their contract hours in work shall be paid the difference between the work that has been offered and their minimum level of contract hours.

Employees may progress from one level of contract hours to another on the basis of a 12 monthly review with the following hours required to have been worked on average per fortnight over the preceding 12 months to move onto that contract band. This review will occur in August 2009, August 2010 and August 2011. Should evidence be available to demonstrate successful transition to the identified establishment model, the August 2011 review will not be required. That is merit based selection to identified vacancies has been suitably achieved.

Contract Band	Averaged fortnightly hours over preceding 12 Months
30	36
50	59
70	74

(ii) Progression in Contract Level

Employees may progress from one contract level to another by way of internal expressions of interest, in which merit based selection principles shall apply. Vacant positions will only be advertised externally in the event positions cannot be filled internally.

(iii) Reduction of Contract Hours

An employee may request a reduction in contract level. The branch will only comply with this request after receiving such request from the employee in writing.

(iv) Transition to 30, 50 and 70 Contract levels.

On certification of this Award current employees on contract bands of 20, 40 and 60 may elect to increase their existing contract level to the next available contract level or remain on their existing contract level during implementation of this provision. The implementation period will conclude at 1 September 2010.

12. Hours of Work

A. Ordinary Hours

- i. The ordinary hours of work shall be up to and including 76 hours per fortnight Saturday to Friday. All hours worked on weekends and outside 6.00 am to 6.30 pm Monday to Friday shall attract the appropriate penalties as per Clause 24 - Penalty Rates for Ordinary Time and Weekends.
- ii. Subject to Clause 24 - Penalty Rates, of this award the ordinary hours of work exclusive of meal times shall not exceed 8 hours per day or 76 hours per fortnight, Saturday to Friday.

B. Minimum Start

Employees (including casuals) shall receive a minimum payment of two (2) hours for each engagement. Provided that in the case of Personal Care services, Respite Care services to Personal Care clients (and service where there is a genuine inability to roster for two (2) hour minimum start) the minimum start shall be one (1) hour.

C. Breaks between shifts

Employees shall be rostered in such a way that they receive at least 8 consecutive hours break within any 24 hour period. Should an employee not receive such a break then the employee shall receive overtime rates for all time actually worked during subsequent work days until such time as an 8 hour

break is received. This clause shall operate subject to availability nomination as per sub-clause L of this clause

D. Travel Time

All travel time between clients during an engagement shall be regarded as time worked for all purposes of the Award.

E. Rest Period

Rest periods shall be allowed where necessary in accordance with current practice. The intervals shall not exceed ten (10) minutes and shall be part of the time worked without deduction in pay.

F. Meal Break

- i. A meal break of not less than thirty (30) minutes or more than sixty (60) minutes shall be allowed for employees who work continuously for five (5) or more hours during their ordinary hours of work.
- ii. No employee shall be required to work more than five (5) hours continuously without a meal break (or a crib break) after commencing their daily work.
- iii. Where the nature of the work does not allow for the taking of a meal break a paid twenty (20) minute crib break shall be taken.

G. Notification of hours

As far as possible the employer shall fix the time of duty in a flexible way to meet the needs of the client and the employee.

H. Rosters

All employees shall receive a roster setting out the following fortnights work, where appropriate. Such rosters shall be based upon agreed availabilities between the employee and the Branch.

I. Client Details

Employees must receive appropriate instruction or training before attending a new client, or being required to deliver a new service or skill.

In addition, employees shall be provided with relevant client details in writing to enable them to undertake the duties as directed (including relief clients).

Where written procedures are unable to be provided due to short notice, verbal instructions are acceptable but must be confirmed in writing.

J. Days off per fortnight

All employees shall be rostered in such a way that they receive at least one (1) day off per week. If there is agreement between the employee and the Branch this may be taken as two (2) days off per fortnight.

K. Availability for fortnightly roster

Employee's are not on call, unless as designated so by the Branch in accordance with the on call provisions contained in Clause 19 - On Call, of this award.

Availability must be agreed between the employee and their supervisor in a fair and reasonable manner with the needs of both parties being considered. The agreed availability is then recorded in an availability register (See Appendix A).

L. Availability Conditions

Employees shall make themselves available in accordance with the following table. That is they must select the minimum number of availability time/periods in accordance with the employee's current contract level. Employees, increasing in contract level or new employees engaged on a contract of 50 hours per fortnight or more must be available for work on a Saturday to Friday basis in accordance with the table below. Provided that the entitlement of existing permanent employees employed as at the date of certification of this Award to increase contract bands without being required to nominate availability during a weekend period will not be affected in those circumstances where a contract may have been increased under the LHMU and Home Care Service of NSW (Field Staff) Enterprise Agreement 1999.

Note: A maximum of two (2) six hour time periods can be utilised for each 24 hour period.

Employees retain the option within their availability of whether they receive an 8 consecutive hour break or a 10 consecutive hour break within any 24 hour period.

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday employee's
30	8 x 6hrs	
50	12 x 6hrs	1 in 4
70-76	16 x 6hrs	2 in 4

Availability must be agreed, within the service hours available in the Branch, between the employee and the employer prior to the availability being accepted and activated.

Availability, once agreed, will remain in place for a period of 3 months and may only be altered during this period in extra-ordinary circumstances. Following the expiry of the three month period either party may initiate discussion on changes to the agreed availability and nominated break between shifts.

The employer shall not require an employee to work ordinary hours outside their agreed availability.

In the event of a dispute between an employee and the employer regarding availability, clause 7 - Grievance/Dispute Settling Procedures of this Award shall apply.

(i) Transition to Availability provisions

Availability provisions in place at the commencement of this Award with regard to all availability will remain active for a period of approximately eighteen months from certification of this Award to facilitate a transition period (i.e. until 1 September 2010).

Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be required to provide availability consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006.

M. Refusing Work

Employees will only be able to refuse work where either:

- * it is outside their agreed availability
- * they are rostered beyond their maximum contract range
- * fair and reasonable notice has not been given
- * there are extenuating circumstances

13. Distribution of Hours

Home Care will distribute hours of work to Care Worker teams established in geographically based areas within the Branch. Each team will consist of a number of Care Workers of different grades and contract levels which most effectively meet the client work load.

For the purposes of this clause "geographically based teams" shall mean the area within which the clients of a particular team are located.

All members of a team shall recognise the right of all team members to an equitable distribution of work in accordance with agreed skills, contract levels, grade and availability. Team members will act constructively, exercise tolerance and acknowledge the views of other team members, and utilise the Care Worker Self Rostering Checklist when seeking additional work or changes to existing work.

Where work arising from planned leave, unplanned leave or other additional work cannot be undertaken by the relief Care Worker it must first be offered to permanent employees (within the Team) considering the following::

- i. Staff who have fallen below contact hours
- ii. Staff who have lost clients recently for reasons such as death, hospitalisation or through legitimate clients self determination
- iii. Staff who have notified the branch that they want more work, the work is available and is within their agreed availability

Service Co-ordinator must consider the following issues in determining the distribution of work:

- i Identify those staff who possess the necessary skills as determined by the Service Co-ordinator;
- ii. All Occupational Health and Safety implications of the service to be provided have been considered;
- iii. The cost effectiveness of providing the service has been considered
- iv. The client's choice of employee has been considered and where that preference is for a legitimate reason. Any dispute as what constitutes a legitimate reason shall be dealt with pursuant to clause 7 Grievance/dispute settling procedure.

Permanent employees within the team shall have first opportunity to perform any additional work before casuals and contractors, subject to availability, appropriate training and the work being performed at ordinary time rates of pay. If work is allocated to a casual employee in the first instance, it must then be advertised at the first opportunity to permanent employees within the team where the work exists. Where the appropriate team cannot do the work, neighbouring teams will be offered the work, where cost effective, prior to the work being offered to other providers.

Note: Any work unable to be undertaken by the team remains the responsibility of the Service Coordinator for rostering purposes.

14. Self Rostering

1. Self Rostering is the practice of providing opportunity for Care Workers to re-roster services to better suit the changing requirements of either their clients or themselves.
2. Self Rostering is only to be undertaken by a Care Worker in such a way that the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services incurs no additional costs in relation to payment of hours, overtime and penalties for time worked arising from changes to the original roster.

For the purposes of the above, additional cost shall not be taken to include the travel allowance as provided for in this Award.

3. When a Care Worker or client wishes to change the date and/or time of service, then both the Care Worker and client may negotiate the change between themselves to reach a desired solution that is agreeable to both parties (see Appendix E Guidelines to use when Initiating Changes to Client Service).
4. Self Rostering is not to be utilised in substitution for normal leave provisions i.e. sick and/or annual leave.
5. One Off Short Term Changes

Care Workers are authorised to make one-off short term changes to their roster without notifying their service co-ordinator or the branch provided there are no award implications (see Appendix D, Care Worker Self Rostering Checklist) or increased costs associated with the change.

6. Changes made to rosters are to be recorded on either the back or front of the Care Worker timesheet for the fortnight in which the change occurred. Full details including client's name, number, day/date and time the service was provided and any kilometres incurred must be recorded.
7. Where either the client or Care Worker wishes to change the date and/or the time of a rostered service, and agreement cannot be reached between the parties, the service co-ordinator must be contacted to arrange a satisfactory alternative solution.
8. Permanent Changes:

If either the care Worker or the client wish to make a permanent change to a client's date and/or time of service they may negotiate this however, permanent changes must be discussed with, and agreed to, by the Service Co-ordinator prior to final confirmation of the change with the client.

15. Gradings and Advancements

Upon being employed by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services employees shall be graded and/or advanced into one of the following grades based on the Guidelines as per Appendix F.

A. Care Worker Grade 1

Employees engaged at this level shall be employed as Grade 1 employees and shall be required to perform Grade 1 duties only. Optional training shall be provided to employees at this level to equip employees to apply for Grade 2 positions. Employees may enhance their knowledge, skills and experience through opportunities to multi-skill.

Grade 1 employees shall work on weekdays only and will not be required to work on public holidays.

B. Care Worker Grade 2

An employee at this level shall be able to work without direct supervision and shall be competent in carrying out simple Personal Care, Housekeeping and Repetitive Upkeep tasks, where these duties have a slight to moderate impact on the work/worker from client behaviours or household environment. Optional training shall be provided to employees at this level to equip employees to apply for Grade 3 positions.

C. Care Worker Grade 3

An employee who has completed the training in Grade 2 or who demonstrates they meet the requirements of Grade 2 and have the skills to complete more complex tasks, may apply for positions at Grade 3.

Positions in this Grade shall be advertised within a Home Care Branch or geographical area and shall be filled internally. Grade 3 positions shall only be filled externally if the position cannot be filled internally.

Employees at this level will perform the duties of a Grade 2 employee and perform complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours and/or the household environment. Grade 3 employees will be involved in on the job training of employees where required.

D. Home Aides and Handypersons

Home Aides are staff who were employed prior to June 1992 and were unable or unwilling to be graded upon implementation of the 1992 Field Staff Award. Home Aides are not covered by contract hours. Home Aides cannot be employed after June 1992.

Handypersons are staff who were employed prior to June 1992 as Handypersons and were unable or unwilling to do the full range of duties required to be graded.

Handypersons who are employed post June 1992 can only be employed to specifically undertake Handypersons duties only and must be given contract hours.

Notwithstanding the above, should a dispute arise as to the nature of work that has been allocated to an employee, the parties in the first instance shall rely upon Clause 7 - Grievance/Dispute Settling Procedures, of this Award to resolve the matter.

E. Permanent Relief Care Worker

Permanent Relief Care Workers are employed specifically to undertake relief work resulting from both planned and unplanned leave within the branch. The relief Care Worker shall be employed on a permanent basis consistent with the grading levels and work requirements provided in this Award, which enables the employee to be adequately skilled and available to undertake the required relief work as determined by the branch.

Relief Care Workers shall be offered employment at a contract level and Grade consistent with the needs of the branch. Availability requirements of clause 12 shall apply in full to Permanent Relief Care Workers.

Relief Care Workers are appointed as such and provide the full range of Home Care services to clients as required by the Branch.

Nothing in this Award shall prohibit Relief Care Workers form expressions of interest in other roles within Home Care as vacancies arise.

Permanent Relief Care Workers will only be requested to perform service where the employee has sufficient skills to perform the required tasks/duties.

16. Higher Duties/Multi-Skilling

A. Purpose

The purpose of this Clause is twofold. Not only will it enhance the skills of Grade 1 and Grade 2 employees by providing the opportunity to multi-skill, it is also recognised that it will share the load of Grade 2 and complex Grade 3 work amongst all employees that will contribute towards safer rostering practices.

The parties agree that the following is a policy that will contribute towards the development of long term arrangements to address issues such as the mix of work and self rostering.

The parties will continue to promote opportunities for employees who wish to increase their contract hours.

B. Multi-skilling

- i. Grade 1 employees may perform Grade 2 work where the Grade 2 work does not exceed 50% of the Grade 1 employee's minimum level of contract hours.
- ii. Grade 2 employees may perform Grade 3 work where the Grade 3 work does not exceed 50% of the Grade 2 employee's minimum level of contract hours.
- iii. Grade 1 employees who undertake more than 50% of their minimum level of contract hours performing Grade 2 work in the fortnightly period shall be paid at the Grade 2 rate for all hours worked in the fortnightly pay period.

Grade 2 employees who undertake more than 50% of their minimum level of contract hours performing Grade 3 work in the fortnightly period shall be paid at the Grade 3 rate for all hours worked in the fortnightly pay period.

Permanent minimum level of contract hours	50% of Contract Hours
30	15
50	25
70	35

- iv. Higher duties work will only be performed where the employee has the skills to perform the duties.
- v. Grade 1 employees retain the option to accept or reject Grade 2 work.
- vi. Grade 2 employees retain the option to accept or reject Grade 3 work.
- vii. Where Grade 3 hours are worked by Grade 2 employees, the Grade 3 work will be included for the purposes of reviewing contract hours.
 - (a) Should the employee choose to no longer perform permanent Grade 3 work, Home Care will review the contract level to determine if it can be maintained with only Grade 2 work.
 - (b) Where the contract cannot be maintained, the contract will return to the original contract level.
- viii. A request by a Grade 1 employee to perform Grade 2 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.
- ix. A request by a Grade 2 employee to perform Grade 3 work will only be considered in writing from the employee to the employer. Refer Appendix B - Higher Duties/Multi-skilling Agreement, of this Award.

C. Travel time

- i. Where an employee is performing work which is paid at a higher rate, they shall be paid the time taken to travel to the job and from the job at their classification rate.
- ii. Where the higher duties jobs are linked together by the time taken to travel between clients then the time taken to travel between the clients shall be paid at the higher rate of pay.
- iii. It is not intended to roster employees with gaps between clients to avoid payment under ii. above.

D. Higher duties

Subject to subclause B(vii) of this clause, an employee called upon by the employer to perform work of a grade paid at a higher rate shall be paid at the higher rate for the actual time spent performing the duties. Higher duties work will only be performed where the employee has sufficient skills to perform the duties.

(i) Payment for Leave whilst performing higher duties**(1) Where an employee proceeds on leave; and**

- (a) the employee is employed in a Grade 1 or Grade 2 position; and**
- (b) the employee is currently called upon to perform higher duties as a Grade 2 or Grade 3; and**
- (c) has been called upon to perform higher duties for a continuous period of twelve months or more in a Grade 2 or Grade 3 position;**

the employee will be paid leave at the applicable higher duty rate.

(2) Continuous service prior to the making of this Award will be taken into account in calculating leave**(ii) Higher duties - Administrative tasks**

An employee called upon to act in positions within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, other than those under this Award, shall be paid the appropriate hourly rate applicable to that position. Where such rates are lower than the employee's ordinary rate of pay, the ordinary rate of pay will be paid.

(iii) Care Worker Grade 4

An employee at this level may perform one or more of the following tasks:

- (a) Presenter, preparing and presenting training programs to groups of employee's.**
- (b) Workplace Competency Assessor, undertaking the tasks required of the Care Workers' Professional Development Program.**

E. Promotion to Grade 3 positions

- i. Grade 2 employees who are performing regular Grade 3 work shall be deemed competent to undertake such work on a permanent basis and such experience will be taken into consideration in the selection process to vacant Grade 3 positions.**
- ii. Where the contract hours of the vacant Grade 3 position is less than those currently worked by the Grade 2 applicant, the Grade 3 contract hours being offered by the Branch may be increased upon request from the employee by a maximum of (1) one contract level only.**

17. Motor Vehicle Insurance

All employees (including casuals) will be required to obtain and provide proof of third party property motor vehicle insurance as a condition of their employment.

Third party property motor vehicle insurance will be checked annually, at the same time vehicle registration and drivers' licences are checked.

Employee's have a duty to notify Home Care if they are unable to maintain their motor vehicle insurance, vehicle registration or driver's licence, during the course of their employment.

18. Fixed Term Contracts

The purpose of implementing an additional classification for employee's to be employed on a fixed term contract basis has been established for limited use in the following specific circumstances.

Short term non-recurrent funded services;

Genuine situations of isolation where no other staff are available to provide services;

Relief situations where existing care Workers cannot carry out the work, i.e.: maternity leave

An employee can only be employed on a fixed term contract basis where it is consistent with the above circumstances.

The parties shall monitor the use of fixed term contracts every six months to ensure usage remains consistent with the above criteria.

All fixed term contracts must operate for a minimum of six (6) months and a maximum of twelve (12) months. Provided that, in special circumstances, with the agreement of the union, a fixed term contract can operate for 3 months.

Fixed term contract employees will only be employed where the agreed contract as outlined in Appendix C - Offer of Fixed Term Contract has been adhered to.

Branches shall notify the head office of the union in writing of an intention to enter into a fixed term contract a minimum of 4 weeks prior to the commencement of such contract. Provided that less than four weeks notification may be given in circumstances where the requirement for a fixed term contract becomes known to a branch at shorter notice, in which instance the branch will notify the union as soon as possible after it becomes aware of such requirement. The union may contact the Branch concerned directly in relation to such fixed term contract. Any disputes as to the existence and/or operation of such contract shall be dealt with pursuant to the provisions of Clause 7 Grievance procedure of this Award.

19. On Call

Employees who agree to be on call shall be paid 15% of the Grade 3 ordinary hourly rate whilst on call. Payment for time actually worked shall attract the appropriate loadings specified in Clause 24 - Penalty Rates, 25 - Overtime, or 26 - Public Holidays, of this Award. The on call arrangements operate outside normal office hours and weekends when the Branch office is closed. No employee will be required to be on call to perform grade 4 duties.

20. Client Cancellation

- i. Where an employee is given notice before 5pm the day before the rostered service was to take place that a client shall not be requiring service then no payment shall be made to the employee, except as provided for in Clause 26 - Public Holidays, of this Award.
- ii. Where an employee is given notice after 5pm the day before the rostered service or where an employee arrives at the client's home and the client is not there:
 - (a) The Branch will, as soon as possible following receipt of advice of a cancelled shift, follow the protocol steps set out below to ensure every opportunity to replace work lost through cancellations is taken to replace that cancelled work with another job of the same or greater duration.

Step 1 - The Branch will examine all non-allocated work, including work to be or being performed by contractors within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 2 - The Branch will examine all work being performed by casual employees within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 3 - The Branch will examine all work being performed as overtime within a team and neighbouring teams to identify any work which might be utilised as a replacement for cancelled work.

Step 4 - The Branch shall, in identifying work as set out in steps 1, 2 and 3, recognise temporarily amended availability in respect to an affected employee who has advised availability outside the nominal availability previously advised in accordance with clause 12 of this agreement for the purpose of obtaining work to replace cancelled shifts.

Step 5 - The Branch shall offer any work identified within steps 1, 2 and 3 to an affected employee.

Work within neighbouring teams need not be examined where it is impracticable to offer that work to the affected employee due to inordinate travel requirements.

- (b) Where the Branch is unable to find replacement work during the same pay period then the employee shall be paid for the cancelled task up to a maximum of 1 hour.
 - (c) Where an employee fails to notify the Branch of a client cancellation or where an employee refuses appropriate replacement work, the employee will not be paid for the cancelled task.
- iii. Additional work which had been advised to an employee prior to a cancellation shall not in any circumstances be regarded as a replacement for work subsequently cancelled.

21. Termination Change and Redundancy Provisions

A. Introduction of Change

- (a) Employer's duty to notify
 - i. Where an employer has made a definite decision to introduce major changes in program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by proposed changes and the Union.
 - ii. "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 the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (b) Employer's duty to discuss change
 - i. The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in paragraph A (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- ii. The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph A (a) hereof.
- iii. For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union 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 any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

B. Inability to meet contract hours

- (a) Where a Branch cannot maintain Care Worker's contract hours the following process will apply:
 - i. identify any hours which may be available through staff turnover, prior to employment of new staff;
 - ii. review and distribute where appropriate to the contracted employee's work hours currently being undertaken by casuals;
 - iii. hours should be distributed where appropriate from other staff who have work over and above their existing contract levels;
 - iv. investigate the option of suitable transfers to other locations;
 - v. affected staff should be given priority where appropriate for any additional hours available through new referrals.
- (b) A decision will need to be made as to whether to pursue a reduction in contract hours and/or redundancy. At this point the Manager will be required to notify the Regional/Area Manager and the Union before the following steps are taken:
 - i. the Branch will initially consult with employee's to determine if any employee's are prepared to accept a reduction in contract hours;
 - ii. if no employee's are willing to reduce their contract hours, the Manager will make a recommendation to the Regional/Area Manager as to which employee's they have identified for a reduction in contract hours;
 - iii. the decision to reduce contract hours shall be fair and objective taking into consideration the skills, classification, service and history of work performance of the affected employee(s);
 - iv. where a reduction has occurred, the affected employee(s) will be offered any appropriate available work. If this results in the employee's hours increasing to the next level the employee's original contract level should be re-instated as a priority;
 - v. if reductions in contracts are not deemed a suitable option the Manager will make a recommendation to the Regional/Area Manager to offer a voluntary redundancy;
 - vi. if the necessary reduction is greater than 1 contract level, an offer of voluntary redundancy will be made.

C. Redundancy and retrenchment

Discussions before terminations

- i. Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to continue, and that decision may lead to termination of employment,

or the employer has made a definite decision not to maintain the contract hours of an employee the employer shall hold discussions with the employees directly affected and with the Union.

- ii. These discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (A (a) (i) hereof and shall cover, in addition, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- iii. For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of Workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

D. Definition of Redundancy And Retrenchment

- i. "Redundancy" refers to a position that is identified as surplus to the organisation's requirements or the employer decides not to maintain an employee's Contract Hours and the position is abolished. The person holding that position becomes excess staff. For the purpose of this clause a position refers to the contract hours given to an employee.
- ii. "Retrenchment" refers to the termination of excess staff.
- iii. The following procedure and/or payments shall be made for retrenched employees subject to changes from time to time to approved general New South Wales Public Sector provisions.
 - (1) Four weeks' notice or pay in lieu of notice; five weeks notice for those employee's forty five (45) years of age or over and who have more than 5 years service. PLUS
 - (2) Severance pay at the rate of 3 weeks per year of continuous service to a maximum of 39 weeks. PLUS
 - (3) The benefit allowable to the employee as a contributor to the State Authorities Superannuation Scheme or First State Super. PLUS
 - (4) Pro rata annual leave loading in respect of leave accrued at date of termination.
- iv. The voluntary redundancy package, in addition to the retrenchment package is available to employee's who accept the package within fourteen (14) days and the employee terminates employment within the time nominated by the employer. The voluntary redundancy package includes:
 - 2 weeks pay for less than 1 years service
 - 4 weeks pay for 1 to 2 years of service
 - 6 weeks pay for 2 to 3 years of service
 - 8 weeks pay for 3 years of service or more
- v. Persons exuded from the provisions of this clause shall be:
 - i. Employees engaged on a short term and/or casual basis.

- ii. Employees on Workers' compensation or those awaiting determination of claims against the employer (on the basis that compensation for the termination may arise from that source).
- iii. Employees subject to termination on the grounds of misconduct or unsatisfactory service.

PART C

REMUNERATION

22. Payment of Wages and Payslips

- A. All wages shall be paid fortnightly in the employer's time not later than the close of business Thursday in each pay week. The pay period shall end at mid-night Friday on the previous week.

Where wages are not available by close of business on the Thursday of each pay week the following arrangements will apply:

- i. Where an individual employee's total wages have not been received by close of business the Thursday of the pay week, the employee will be offered the following choices:
 - (a) payment to be corrected no later than the Friday of the pay week using an "ad hoc" payment. This means a centrally organised adjustment paid directly into the employee's nominated account or;
 - (b) a "cash advance" for the difference between the total net wages that should have been paid and that amount paid no later than Friday of the pay week
- ii. Where a whole Branch of the Service is unable to pay their employees wages, due to technical problems by close of business on Thursday of the pay week, the Emergency Pay Procedures will be initiated.
 - (a) Emergency pay procedures require the employer to pay employees 100% of their previous ordinary pay period earnings.
 - (b) Where employees are overpaid, the Service will deduct the overpayment from the employees next pay period(s).

To proceed with (b) above, the Service will be required to notify the employee in writing that an overpayment has occurred, stating the amount of overpayment and confirm that the overpayment will be deducted in their next fortnight's pay period(s).

- (c) Where employees are underpaid, under the Emergency Pay Procedures, all monies owed will be processed through an "ad hoc" payment and made available no later than close of business on the Friday of the pay period.

The Service will be required to notify the employee in writing that an underpayment has occurred, the amount of the underpayment, and confirm that the underpayment will be made available in an "ad hoc" payment.

- iii. Should a malfunction occur which prohibits the Service being able to pay employee's across the State their wages by Thursday of the pay week, the Service will initiate an Emergency Pay Procedure where all employee's will receive 100% of their previous fortnight's ordinary pay period earnings no later than Thursday of the pay period.
 - (a) Conditions as outlined in (ii) (b), (c) will also apply to (iii) above.

- B. Employees shall have their wages paid into one account with a bank or other financial institution in New South Wales that has access to electronic funds transfer. Wages shall be deposited in sufficient time to ensure that wages are available for withdrawal by employees by the close of business Thursday in each pay week.
- C. The employer shall supply to each employee a time sheet that shall be written up and signed by the employee, from day to day in ink, showing the name and address of the employee and the hours worked by the employee.
- D. Before or at the time of payment of wages each employee shall be issued with a pay slip showing the date of payment, period covered by such payment, separate identification of payments at each grade, travel allowance and overtime and contributions made as superannuation. In addition thereto, the payslip shall also show accrued entitlements, excluding sick leave, and express those entitlements in year to date figures.

23. Time and Wages

The following procedure is to be used when rostering tasks and travel time for employees and will be used when determining payment of wages.

- i. That all tasks (including travel time) will be rostered in blocks of time to the nearest five (5) minutes.
- ii. Should the task time and/or travel time increase or decrease then, for the purpose of payment of wages, the rostered time may need to change.
- iii. The following situations are to be adopted in these instances:
 - (a) when the engagement is exceeded by fifteen (15) minutes or more and the Service Coordinator agrees that the extra time is warranted or has been agreed to, then the engagement will be paid to the nearest five (5) minutes
 - (b) when the engagement is less than the time rostered by fifteen (15) minutes then the engagement will be paid to the actual time rounded to the nearest 5 minutes
 - (c) the rounding up or down will be as follows:
 - 1 or 2 minutes - round down
 - 3 or 4 minutes - round up
 - (d) if the engagement does not increase or decrease by more than fifteen (15) minutes either way the employee will be paid for the actual rostered time
 - (e) where the actual time is consistently different after the completion of the service, the Service Coordinator will be required to re-assess the service situation to determine if the rostered time should be altered permanently.

24. Penalty Rates for Ordinary Time and Weekend Work

A. Monday to Friday

Employee's who work outside the spread of hours of 6.00 am to 6.30 pm Monday to Friday shall be paid a loading of 25% for the actual time worked outside the spread of hours.

B. Weekend work

An employee who works during the weekend shall be paid time and a half for all work performed on Saturday and double time for all work performed on Sunday.

25. Overtime

A staff member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account;

- (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
- (ii) any risk to staff members health and safety;
- (iii) 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;
- (iv) the notice (if any) given by the Department regarding the working of the overtime, and by the staff member of their intention to refuse overtime; or any other relevant matter.

A. Rates of pay

For all work directed to be done beyond eight (8) hours per day or seventy six (76) hours per fortnight the rate of pay shall be time and a half for the first two (2) hours and double time thereafter, such double time to continue until the completion of the overtime work. In computing overtime each day's work shall stand alone.

Return to work after overtime

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days.

An employee (other than a casual employee or employee engaged on Overnight Care) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not at least eight (8) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such an employee resumes or continues work without having had such eight (8) consecutive hours off duty he or she shall be paid at double time until released from duty for such period and shall then be entitled to be absent until he or she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that an employee may, pursuant to clause 14L of this Award, elect to substitute a ten (10) hour break for the eight (8) hour break referred to in this subclause. An employee electing to substitute a ten hour break may not alter that election within a three month period following the election, except where there are extenuating circumstances and the employer agrees to such alteration.

B. Meal break before Overtime

Where the period of overtime is more than one and a half (1½) hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of thirty (30) minutes that shall be paid for at the appropriate ordinary rate.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment for any time allowed in excess of thirty (30) minutes.

C. Crib time

An employee working overtime shall be allowed a crib break of thirty (30) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.

D. Working during meals

An employee called upon to work during a recognised meal period as prescribed in Clause 12 - Hours of Work, of this Award, shall be paid overtime rates for all time so worked and such overtime shall continue to be paid until a meal break is allowed.

E. Meal money

An employee required to work overtime for more than two (2) hours without being notified on the previous day or earlier that she or he will be so required to work shall be paid an allowance for the purchase of a meal. Provided that the amount paid shall be equal to an amount determined by the Public Employment Office and published in the NSW Public Service Notices from time to time.

26. Public Holidays

A. The days on which the following holidays are observed shall be holidays under this Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State; and the picnic day of the Union which shall be held on the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.

B. Payment for public holidays

i. Employees other than casuals shall be entitled to the above holidays without loss of pay. Where an employee would normally expect to work on such Public Holiday(s) and the client cancels the service either in the current or previous pay period where the Public Holiday(s) falls, then the employee shall be paid for that cancelled task at ordinary time.

ii. Employees directed to work shall be paid at the rate of double time and one half. Where an employee only works a proportion of their rostered hours, they shall be paid at double time and one half for those hours worked and ordinary time for the remaining rostered hours.

iii. For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of his or her working hours fall on the holiday, in which case all time worked shall be regarded as holiday work. Provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the work commenced.

C. Where in the State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, other than by those covered by Federal Agreements, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of the Agreement, for employees covered by this Agreement who are employed in the State in respect of which the holiday has been proclaimed or ordered as required.

D. For the purposes of this Agreement:

i. Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.

ii. Where Boxing Day falls on a Saturday the following Monday shall be observed as Boxing Day.

- iii. Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.
- iv. Where Anzac Day falls on a Saturday or on a Sunday the following Monday shall be observed as Anzac Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- v. The Union picnic day shall be the first Monday in August each year or another day to be taken which is mutually acceptable to the employer and employee and must be taken by 31 December each year.
- vi. By agreement between an employer and the Union delegates other days will be substituted for the said days or any of them.

27. Additional Payments and Allowances

A. Overnight Care

An employee, other than a Live-in Housekeeper, shall be paid at the rate shown as Overnight Care within clause 9 of this Award for each overnight care engagement which requires them to stay overnight at a client's home for up to a maximum of 12 hours.

Employees who work an engagement of overnight care shall attract leave entitlements such as annual leave, long service leave, Worker's compensation and contract hours at the rate of 4 hours per overnight care engagement.

The terms and conditions contained in this sub-clause shall be in substitution for and not cumulative upon the following clauses of the Award.

Clause Number	Subject
12	Hours of work
27B to G excepting 27Fiv	Additional payments and allowances
24	Penalty rates for ordinary time
25	Overtime
26	Public holidays

Employee's Right of Refusal

All employees will have the right to refuse to undertake overnight care tasks. Additionally employees will be required to register their availability should they be interested in undertaking overnight care duties.

B. Offensive Cleaning

Employees who clean premises which are in a grossly offensive condition shall be paid double time for the duration of such work. Offensive cleaning refers to any one of the following activities:

The cleaning of bed linen severely soiled by faeces or other bodily fluids;

the cleaning of households severely contaminated by human or animal excrement;

other cleaning activities assessed by Home Care to be beyond the normal limits of regular domestic assistance.

In the event of a dispute between an employee and the employer as to whether a premises is in a grossly offensive condition Clause 7 - Grievance/Dispute Settling Procedures, of this Agreement shall apply.

Notwithstanding anything contained in this sub-clause, employee's have the right to refuse to undertake service classified as offensive cleaning, provided that the reasons are connected with the nature of the service and does not impact on other services provided such as personal care.

Offensive cleaning is payable to all grades provided the criteria set out above is met. Employees are not excluded from payment of offensive cleaning allowance simply by virtue of being engaged to perform personal care duties.

C. Inclement weather

An employee shall not be required to work under conditions brought about by inclement weather.

D. Travel allowance

- i. Where an employee is required to use their vehicle on official business in work time he or she shall be paid the rate of 77 cents per kilometre, set by the Australian Tax Office, as specified in Table 2. This rate will be adjusted consistent with adjustments to the Australian Tax Office rate. Except as provided in paragraph (iii) hereof this payment shall exclude all travel from the employee's home to the first place of work and from the last place of work.
- ii. Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel. Except as provided in paragraph (iii) hereof no reimbursement shall take place from the employee's home to the first place of work and from the last place of work.
- iii. The Travel allowance shall be paid as per paragraphs (i) and (ii) hereof travel to the first client and home from the last client of the engagement where the total hours worked in the day are two hours or less.
- iv. Where an employee is rostered at the convenience of the employer with a break between clients, the employee shall be paid the Travel Allowance for the distance to travel home and from home to the next client.
- v. No payment shall be made under this sub-clause unless the employer is satisfied that the employee has incurred expenditure for such travel.

E. Excess Travel Payments

There shall be an excess travel payment

1. The excess travel payment is to be paid as follows:

Where the distance between a Home Care Worker's residence and their first engagement, or the Care Worker's last engagement and their home, is greater than 20kms, then an excess travel payment shall apply for the excess kilometres above 20kms.

The excess travel payment is to be paid at the rate of the kilometre allowance as provided for in this Award.

2. The following conditions apply in conjunction with this provision:

- (a) Excess travel time shall not be included for the purposes of the calculation of the following:
 - (i) work time
 - (ii) contract hours
 - (iii) leave eg: annual, long service or sick etc.

- (b) The excess travel payment is paid at ordinary rates and penalties do not apply.
 - (c) Excess travel shall not be available where travel to and from a first and last engagement respectively is less than 20kms from the Home Care Branch Office.
3. Travel to the Branch or office or other location on Home Care business
- (a) Staff who are directed to attend training, supervision, meetings or other Home Care business and who travel in excess of 20kms either way to the office or other location from their residence shall be entitled to the excess travel payment.
 - (b) Payment is not available under this provision for any leg of travel to and from a client.
4. For the purpose of this Clause, Excess Travel Payments will not be payable where an employee relocates their residence subsequent to being employed by the Branch.

F. Equipment and expenses

- i. Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.
- ii. Provided that where an employee provides his or her own equipment, materials and tools an allowance shown as tool allowance shall be paid by the employer. At the commencement of this agreement that amount was \$2.37 per hour. This rate will increase at the same relative percentage rate as increases applying to the Crown Employees (Public Service Conditions of Employment 2009) Award, an award of the New South Wales Industrial Relations Commission, or any successor to that award
- iii. Employees required to provide consumables for use in their work shall be reimbursed the cost thereof.
- iv. Employees who are required in the course of their employment make local, STD or mobile telephone calls associated with rostering changes not occurring in the client's home, and who incur a cost shall be reimbursed the costs of such calls. The employer may require production of evidence (i.e.: telephone account) supporting such claim.

Where calls are made from a pre-paid mobile telephone and an account is not available, the employer may require a statutory declaration supporting such claims, which will be reimbursed to a level no less than that commensurate with the general level of such calls made within that Branch.
- v. No payment shall be made under this clause unless the employer is satisfied that the employee has incurred such expenditure.

G. Temporary Work Location

Employee's who are required to perform duties at a temporary work location necessitating an overnight stay shall be eligible to be paid an amount equivalent to the actual necessary cost of accommodation and meals (excluding morning and afternoon tea). This amount shall be paid prior to departure for the temporary work location.

28. Payment for Paperwork

All paperwork required by the office shall be completed in work time.

Where time sheets cannot be submitted during normal work time, employees should be paid the travelling allowance for all additional kilometres travelled between the last client of the day and home via the Branch.

Branches should establish drop off points, strategically placed, to enable employees the opportunity to deliver their completed time sheets to the Branch.

Branches shall also establish with employee's the most efficient method for delivery of their time sheets. For example the provision of pre-paid envelopes to the employee, the faxing of time sheets or other methods considered appropriate can be negotiated.

29. Work Clothes

On request, the employer shall supply free of charge three sets of suitable work clothes to full-time and 50 hour contract employees and two sets of suitable work clothes to 30 hour contract and casual employees of a type agreed from time to time.

Work clothes shall be replaced by the employer on the basis of fair wear and tear.

Employees shall be provided with protective footwear and hats where the work the employee is performing requires this. Where the employer can not provide the protective footwear, employees shall be reimbursed the cost of the protective footwear on the production of receipts. Replacement shall be on the basis of fair wear and tear having regard to the hours worked.

Work clothes shall remain the property of the employer at all times and any employee applying for a new issue of any work clothes supplied by the employer who fails to return the last clothing issued to him or her shall not be entitled to a new issue without payment therefore. Should an employee on leaving the service fail to return any work clothes which are the property of the employer, the employer may deduct from the employee's final wage the value of the articles.

30. Superannuation

- i. The subject of superannuation contributions is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding (i) above, the following provisions shall also apply.

- ii. Definitions

"The Fund" for the purpose of this clause shall mean the:

- (a) State Authorities Superannuation Scheme (SASS)
- (b) First State Super

- iii. "Ordinary Time Earnings" for the purpose of this Clause shall be accordance with SASS and FSS guidelines and as amended from time to time.
- iv. The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services shall provide each employee who is not a member of the Fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.
- v. Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of this clause or commencement of employment.
- vi. Each employee shall be eligible to join the Fund upon commencement of employment.
- vii. Each employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application.

- viii. The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services shall contribute to the Fund in respect of each employee such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992 as amended from time to time.
- ix. The Fund and the amount of contributions paid shall be included in pay advice notices provided by the employer to each employee.
- x. Each employee shall be eligible to salary sacrifice up to a maximum of 30% of their income as a pre-tax contribution into First State Superannuation Scheme.

31. Occupational Health and Safety

United Voice - NSW Branch and the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services are committed to working together to improve the Department's occupational health and safety performance. This will be accomplished by continuing to support the systematic approach to implementing strategies which aim specifically at reducing the level of injuries to employees.

Integral to this approach is an emphasis on:

- promotion of the occupational health and safety vision
- risk management that identifies/assesses critical risk areas
- prevention achieved through hazard identification
- active injury management that recognises importance of an early return to work

The following initiatives identified in the SafeCare Plan will continue:

- i. Branch Occupational Health and Safety (OHS) Improvement Groups maintained and supported will enable employees to contribute to the improvement of the Branch's OHS performance. Branch Managers will establish and maintain the groups through an election process based on expressions of interest. The OHS Branch Committee Representative and the Union Delegate should also be invited to attend these group meetings to discuss OHS issues.
- ii. Home Care encourages union participation where appropriate at the Area level Occupational Health and Safety Strategic Committee meetings and in implementing safe work practices.
- iii. Home Care requests union representation at the State Occupational Health and Safety Strategic Committee which meets quarterly to review progress of the SafeCare plan, identify and promote Best Practice and set policies affecting OHS in Home Care.
- iv. Home Care and the Union will continue ongoing research relating to risk experience associated with hours of work, training and incidence of injury and service type. Both parties are open to consider the implications of the research and the effect these may have on current work practices and Award/Agreement conditions of employment.
- v. All new employees shall receive appropriate occupational health and safety training prior to providing service to any client.
- vi. Employees shall complete training in manual handling prior to providing personal care to clients which involve lifting or transferring clients.
- vii. Employee's shall continue to further refine risk identification beyond the initial assessment performed by the Service Coordinator from an occupational health and safety point of view utilising the Workplace Review Form within the first 2 weeks of working with a new client. Hazard identification will be carried out by employees on a regular basis following the initial review.

viii. Employees will continue to be encouraged to submit Hazard Reports. These reports will be dealt with promptly and the employee who initiated the report will "sign off" only when the hazard has been resolved.

(a) Occupational Health and Safety

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

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

(2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

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

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

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

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

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(b) Disputes Regarding the Application of this Clause

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

(c) 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.

32. Workers Compensation and Make-Up Pay

The circumstances under which an employee shall qualify for accident make-up pay shall be as prescribed hereunder:

An employer shall pay an employee accident make-up pay where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the Workers' Compensation Act 1987 (NSW).

Accident make-up pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the Workers' Compensation Act 1987 (NSW) and the employee's ordinary rate of pay.

An employer shall pay, or cause to be paid, accident make-up pay during the incapacity of the employee within the meaning of the said Act until such incapacity ceases or until the expiration of a period of 26 weeks from the date of injury, whichever event shall first occur.

The liability of the employer to pay accident make-up pay in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the Act, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make up payment as provided in this clause.

In the event that the employee receives a lump sum in redemption of weekly payments under the Act, the liability of the employer to pay accident make-up pay as herein provided shall cease from the date of such redemption.

PART D

LEAVE PROVISIONS

33. Annual Leave

A. Period of leave

- (i) A period of 28 consecutive days' leave shall be allowed annually to an employee, other than a casual, after twelve (12) months' continuous service (less the period of Annual Leave).
- (ii)
 - (a) Employees who regularly perform work on Sundays and who during the qualifying period have worked a minimum of 50% of ordinary hours on Mondays through Fridays, shall accrue additional annual leave as per the following table:

Number of Sundays worked as in 34A(ii) (b) and/or (c)	Additional days annual leave
11 to 17	1
18 to 24	2
25 to 31	3
32 +	4

- (b) Additional annual leave shall be calculated annually by reference to the number of Sundays on which work is performed up to and including during the final pay period of the financial year (1 July to 30 June) and shall be credited to employee's annual leave accruals in the second pay period of the new financial year.

Additional annual leave is not available in respect to part years of employment.

- (c) At the sole discretion of the employee and upon request, the employer shall pay as wages to the employee all or any additional annual leave accrued pursuant to this sub-clause in lieu of granting such additional annual leave.

B. Annual leave exclusive of public holidays

Subject to this subclause the Annual Leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 26 - Public Holidays, of this Award and if any such holiday falls within an employee's period of Annual Leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of Annual Leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

C. Broken leave

Annual Leave shall be given and taken in a continuous period, or only if the employee and the employer so agree, in two (2) or more separate periods.

D. Calculation of continuous service

For the purpose of this clause service shall be deemed to be continuous notwithstanding:

- i. Any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence.
- ii. Any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- iii. Any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer, in writing or by telephone, if practicable, within 24 hours of the commencement of such absence, of the inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his or her absence. A notification given by an employee pursuant to Clause 34 - Sick Leave, of this Award shall be accepted as a notification under this subclause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen (14) days of the termination of the absence notifies the employee in writing the such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in the cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the office, in the manner in which general notifications to employees are usually made in that office and by posting to the Union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the office.

A notice to an individual employee may be given by delivering it to such employee personally or by posting it to his or her last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

In calculating the period of twelve (12) months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen (14) days in a twelve (12) monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve (12) months' continuous service.

E. Calculation of service

Service before the date of this Award shall be taken into consideration for the purpose of calculating Annual Leave, but an employee shall not be entitled to leave if payment in lieu has been allowed. The period of Annual Leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or "transmittor" of a business if an employee was in the employment of the employer's predecessor at the time when it became such employer, successor or assignee or transmittor, the service with the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

F. Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

G. Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and, except as provided by Clause 33 A. (ii) Annual Leave, of this award thereof, accepted in lieu of annual leave.

H. Time of taking leave

Annual leave shall be given at a time fixed by the employer within a period not exceeding six (6) months from the date when the right to annual leave accrued and after not less than four (4) weeks' notice to the employee.

I. Leave allowed before due date

The employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve (12) months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve (12) months' continuous service in respect of which the leave was granted and the amount paid by the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under Clause 33 Annual leave loading hereof, the employer shall not be liable to make any payment to the employee under Clause 33, Annual leave loading hereof, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

J. Payment for period of leave

Each employee before going on leave shall be paid the amount of wage that she or he would have been received in respect of the ordinary time which the employee would have worked had he or she not been on leave during the relevant periods.

Ordinary pay means remuneration for the normal weekly number of hours of work calculated at the ordinary time rate of pay (or ordinary pay) does not include the calculation of shift allowances, overtime and weekend penalties relating the ordinary time.

Where the normal weekly number of hours is not fixed, the normal weekly number of hours of work is the average weekly number of hours worked during the period of 12 months preceding the annual leave.

For the purposes of this sub-clause wages shall be at the rate prescribed by Part H. Monetary Rates - Table 1 Salaries, of this Award for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the leave or the termination of the employment, as the case may be.

K. Proportionate leave on dismissal

If after one (1) month's continuous service in any qualifying twelve (12) monthly period an employee lawfully leaves his or her employment or the employment is terminated by the employer through no fault of the employee, the employee shall be paid at his or her ordinary rate of wage for 1/12 of a week at the same rate in respect of each completed week of continuous service, the service being service in respect of which leave has not been granted hereunder.

L. Annual leave loading

i. In addition to payment of wages due under Clause 33 J above hereof an employee before going on annual leave shall receive a loading of 17½ per cent of the appropriate ordinary rate of wages prescribed under Table 1 - Salaries.

ii. Annual leave loading shall not apply to pro-rata leave on termination.

M. Annual leave - notice period

Payment for periods of leave shall be paid to employees in their normal fortnightly manner, providing that payment shall be made to an employee before going on leave in the following circumstances:

i. Payment is requested by the employee at least four (4) weeks prior to commencing leave;

ii. where the period of leave is two (2) weeks or more.

34. Sick Leave

A. An employee, other than a casual employee, who is unable to attend for duty during his or her working hours by reason of personal illness or incapacity not due to his or her own serious or wilful misconduct, shall be entitled to be paid at the ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations:

B. Sick leave shall apply to hours worked on the weekend where the employee is a Saturday to Friday employee. Employees employed on a Monday to Friday basis are not entitled to payment of sick leave for weekends.

C. Employee's shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to payment under the Workers' Compensation Act, 1987 (NSW). Absences due to accidents for which Workers' compensation is paid or payable shall be counted as continuous employment for the purposes of this clause.

D. Employee's shall, as soon as practicable and in any case within 24 hours of the commencement of such absence, inform the employer of his or her inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence. The employer shall be solely responsible for rostering changes to facilitate continuing service to clients in the event of sick leave being taken at short notice. Where sick leave is taken for extended periods and/or is known to the team prior to being taken, it may be rostered to other Care Workers in accordance with clause 13, Distribution of Hours of this Award.

E. All periods of sickness shall be certified to by a registered medical practitioner provided however, that the employer may dispense with the requirements of a medical certificate where the absence does not exceed three (3) consecutive days or where, in the employer's opinion the circumstances are such as not to warrant such requirements.

F. Sick Leave shall be granted provided that:

- i. During each of the first three (3) months' employment one day only of sick leave shall be available each month to be granted to an employee. A day shall represent the rostered hours of the employee.
- ii. On the first day of the fourth month of employment the balance of sick leave granted under subparagraph (iii) of this sub-clause shall be credited to the employee.
- iii. The pro rata part-time entitlement is based on an employee's contract hours as follows:

Contract Hours	Yearly Sick Leave Entitlement in Hours
30	39
50	59
70	76

- iv. Part-time staff who do not have contract hours shall be entitled to the following:
 - (a) Staff who regularly work 10 hours and less per fortnight are entitled to 10 hours sick leave per year.
 - (b) Staff who regularly work more than 10 hours but less than 20 hours per fortnight are entitled to 20 hours sick leave per year.
- v. Sick leave shall accumulate from year to year and may be taken by an employee in addition to the sick leave entitlement available in any one year.
- vi. Employees who elect to remain on contract levels of 20, 40 and 60 for the implementation period as prescribed by Clause 11 (iv) Contract Hours will be provided sick leave entitlements consistent with the Care Worker Employees - Department of Ageing, Disability and Home Care (State) Award 2006, until 1 September 2010.

35. Personal Carers Leave

A. Use of Annual Leave

- (i) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least ten consecutive days are taken.

B. Use of Sick Leave

- i. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, their sick leave entitlement (as outlined in Clause 34) for absences to provide care and support for such persons when they are ill.
- ii. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- iii. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 1. the employee being responsible for the care of the person concerned; and
 2. the person concerned being either:

- (a) a member of the employee's immediate family; or
- (b) a member of the employee's household.

3. the term "immediate family" includes;

- iv. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
- v. a child or an adult child (including an adopted child, a step or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- vi. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

C. Personal Carers Entitlement for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause 1(ii) and subclause 1(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 1.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) the employer 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 casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

D. Use of Domestic Leave

An employee (other than a casual) shall be entitled to 3 days paid leave at the ordinary rate of pay for each completed year of service, accumulating to a maximum of 5 days. A day shall be the hours that would have been worked and shall be counted as a day of domestic leave. Domestic leave will have no operation whilst an employee is on any other leave.

Where possible, employees shall give prior notice of absence stating the reason for taking leave, the name of the family member and the relationship to the employee where applicable and estimated length of absence. Employees shall notify by phone where they cannot give written notice.

Circumstances where Domestic Leave applies:

bereavement

family care in emergency circumstances

compassionate grounds - such as an illness of a family member

citizenship ceremonies

emergency or weather conditions, such as flood, fire, snow, etc where property is threatened an/or it prevents an employee from reporting for duty.

Circumstances where this leave does not apply:

attendance at court to answer criminal charges

to cover absences due to social activities or requirements

moving residence

E. Bereavement entitlements for Casual employees

- (i) Subject to the evidentiary and notice requirements in subclause (1) (ii) and (iv), 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 subclause 1 (iii) of clause 35 Personal/Carers Leave.
- (ii) The employer 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 casual employee is not entitled to any payment for the period of non-attendance
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

F. Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill. The Home Care Service undertakes to look favourably upon applications for unpaid leave during periods of family need.

G. Annual leave

Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

H. Maximum number of days

The maximum amount of sick leave, leave without pay or domestic leave which may be taken in any one year shall be five days.

I. Grievance process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Award.

36. Parental Leave

A. Nature of Leave

The provision of this clause applies to full-time and part-time employees, but does not apply to casual employees.

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. Paternity and adoption leave are unpaid.

B. Definitions

"child" means a child of the employee under the age of one year except for adoption of a child where child means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

"continuous service" means service under an unbroken contract of employment and includes:

- i. any period of leave taken in accordance with this clause;
- ii. any period of part-time employment worked in accordance with this clause or;
- iii. any period of leave or absence authorised by the employer or by the Agreement.

"female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

"former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this sub-clause whichever occurs first or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

"male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

"primary care-giver" means a person who assumes the principal role of providing care and attention to a child.

"relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

"spouse" for the purpose of maternity and paternity leave includes a de facto or former spouse.

"spouse" for the purpose of adoption leave includes a de facto spouse but does not include a former spouse.

C. Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- i. for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- ii. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

D. Maternity leave

- i. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) at least 10 weeks prior to the date of confinement a medical certificate from a registered medical practitioner stating that the employee is pregnant and their expected date of confinement.

- (b) At least 4 weeks prior to the employee commencing maternity leave, the employee is required to advise the employer the proposed date to commence maternity leave. The period of leave to be taken is a minimum of 6 weeks compulsory leave.
 - (c) An employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six week immediately prior to her presumed date of confinement.
- ii. When the employee gives notice under (D), (i), (a), the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - iii. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
 - iv. Unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
 - v. Where an employee not then on maternity leave suffers an illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under sub-clause 37.
 - vi. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to return to her normal duties of work.
 - vii. Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under subclause 36 C.
 - viii. Where leave is granted under subclause 36C, during the period of leave an employee may return to work at any time, to the position which she held immediately before proceeding on such leave, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
 - ix. Where the pregnancy of an employee terminates before 28 weeks, other than by the birth of a living child and the employee has not commenced maternity leave, the maternity leave will be cancelled and the employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

Payment for maternity leave

An employee who is eligible for Maternity Leave shall be paid for 9 weeks full pay from the date of commencing maternity leave.

Payment in advance

A woman may elect to be paid in advance but not in a lump sum. Payment in advance is to be made on a regular fortnightly basis.

E. Paternity leave

- i. An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:
 - (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (c) a statutory declaration stating:
 - i. he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
 - iv. The employee will not be in breach of subclause 36 (E), (i), if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances. The employee shall immediately notify the employer of any change in the information provided to the employer pursuant to subclause 36 (E) (a), (b) & (c).
- v. Cancellation of paternity leave

Paternity leave applied for but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

F. Adoption leave

An employee, upon production to the employer of the documentation required shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- i. An unbroken period of up to three weeks at the time of the placement of the child's;
- ii. An unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (a) Any period of leave taken pursuant to sub-clause 36 H hereof and;
 - (b) The aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- i. the employee is seeking adoption leave to become the primary care-giver of the child;
- ii. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- iii. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to take unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employer is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such paid leave instead.

G. Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion.

Any such change to be notified at least four weeks prior to the commencement of the changed arrangements except in the case of maternity leave where the period of maternity leave may be lengthened or shortened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened or shortened.

The period may be further lengthened or shortened by agreement between the employer and the employee.

H. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

I. Transfer to a safe job

- i. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- ii. If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

J. Returning to work after a period of parental leave

- i. An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- ii. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to sub-clause 36 I i. hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- iii. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

K. Replacement employees

- i. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- ii. A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

L. Effect of parental leave on employment

Absences in relation to parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service.

M. Termination of employment

An employee on Parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

An employer shall not terminate the employment of an employee on the ground of their pregnancy or of their absence on Parental leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

N. Part-time work

With the agreement of the employer:

- i. A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- ii. A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- iii. A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- iv. In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

O. Return to former position

- i. An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one the right to return to his or her former position.
- ii. Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

P. Effect of part-time employment on continuous service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

Pro rata entitlements

Subject to the provisions of this sub-clause part-time employment shall be in accordance with the provisions of this Award which shall apply on a pro rata basis.

Q. Transitional arrangements - annual leave

- i. An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.
- ii. a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- iii. provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

R. Transitional Arrangements - Sick Leave

An employee working part-time under this clause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

S. Part-Time work agreement

Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

- i. that the employee may work part-time;
- ii. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- iii. upon the classification applying to the work to be performed; and
- iv. upon the period of part-time employment.

The terms of this Agreement may be varied by consent.

The terms of this Agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The terms of this Agreement shall apply to the part-time employment.

T. Termination of employment

The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this Agreement but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

U. Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty.

V. Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

W. Inconsistent agreement provisions

An employee may work part-time under this clause notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- i. limiting the number of employees who may work part-time;
- ii. establishing quotas as to the ratio of part-time to full-time employees;
- iii. prescribing a minimum or maximum number of hours a part-time employee may work; or
- iv. requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.

X. Replacement employees

- i. A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- ii. A replacement employee may be employed part-time to the part-time employment of a replacement employee.
- iii. Before an employer engages a replacement employee under this sub-clause, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- iv. Unbroken service as a replacement employee shall be treated as continuous service.

- v. Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

Other Parent Leave

- A. An employee, other than a casual employee, who has completed 12 months' continuous service with the employer prior to the commencement of 'other parent' leave, shall be entitled to unpaid "other parent' leave under the following conditions:

- (i) Up to a maximum of eight week's simultaneous unpaid leave;
- (ii) A further continuous period of unpaid leave to become the primary care giver for a period not exceeding 12 months less any leave already taken by the staff member as provided for in paragraph (i) of this subclause.
- (iii) Provided that an employee shall:
 - (a) give 10 weeks' notice of his or her intention to take 'other parent' leave;
 - (b) make a statutory declaration:

that he or she is applying for leave to become the primary caregiver;

detailing maternity or adoption leave sought or taken by his or her spouse;

that he or she will take another job or in any other way contravene his or her contract of employment while on 'other parent' leave,

B. Right to request

- (i) An employee entitled to either maternity, adoption or 'other parent' leave, other than a casual employee, may request the employer to allow the employee:
 - (a) to extend the period of unpaid maternity, adoption or 'other parent' leave for a further continuous period of leave not exceeding 12 months;
 - (b) to return from a period of maternity, adoption or 'other parent' leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

C. Communication during maternity, adoption or 'other parent' leave

- (i) Where an employee is on maternity, adoption or 'other parent' leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or other parent leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or 'other parent' leave.

- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 'other parent' leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of change of address or other contact details which might affect the employer's capacity to comply with paragraph (i).

D. Casual Employees

- (i) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

37. Other Leave

(1) Jury Service

An employee (other than a casual employee) required to attend for jury service during his or her ordinary working hours shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which would have been worked had the employee not be on jury service.

(2) Study Leave

- (i) Study leave shall be paid leave subject to the terms and conditions set out below:
 - (a) Study Leave applies to all permanent employees including those employed on a part-time basis.
 - (b) The course of study must be work related.
 - (c) Decisions regarding the approval or otherwise for study leave shall not be the subject of an appeal to any service tribunal or any other industrial and/or lawful tribunal, commission or court.
 - (d) Study Leave shall be granted and taken at the convenience of the Home Care Service. Such convenience shall take into consideration such factors as the necessity of an employee to be at work on specific days or times, availability of relief staff and service requirements concerning training or other requirements.
- (ii) Study Leave shall be granted subject to the following criteria and conditions:
 - (a) Study Leave is granted on the basis of half an hour of leave for each hour of face-to-face lectures, or equivalent, up to a maximum of four hours.
 - (b) Such Leave shall be cumulative and may be taken as examination leave or for field work purposes following approval.
 - (c) Study Leave shall not accumulate from year to year. Each academic year shall stand alone.

- (d) No travel time or travel allowance is payable.
- (e) All payment for Study Leave shall be at the ordinary rate of pay.

(3) RELIGIOUS LEAVE

The Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services may grant leave for essential religious or cultural obligations. Management will be sensitive in accommodating the needs of staff to access their leave entitlements and flexible work hours for the purposes of observing religious duties.

Permanent employees of:

- (a) Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations

may be granted access to recreation or long service leave to credit or leave without pay to do so, so long as adequate notice is given by the employee and it is operationally convenient for the employee to be released from duty.

In determining what is an essential religious or cultural obligation the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will be guided by the Days of religious Significance for Multicultural NSW as distributed by the Community Relations Commission of NSW.

(4) MILITARY LEAVE

Permanent employees who are volunteer part-time members of the Australian Defence Forces may be granted military leave, subject to Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services convenience.

Such leave maybe granted on full pay for permanent rostered hours, during ordinary working hours, for absences required for compulsory annual training or attendance at training, education, instruction or compulsory parades and may include the minimum time spent in travelling to attend the aforementioned items provided no payment has been received from the defence forces

The leave entitlement is:

Up to 24 working days per year to members of the Naval and Military Reserves; and

Up to 28 working days per year to members of the Air Force Reserves.

The military leave year is from 1 July of one year to 30 June of the next year.

Any further leave required in excess of the maximum may be charged against recreation or extended leave credits or taken as leave without pay.

Employees may be granted special purpose leave of up to one day to attend medical examinations and tests required for acceptance as volunteer part-time members of the Australian Defence Forces.

PART E

TRAINING

38. Training Program

A Training Committee shall be established consisting of equal numbers of employer and Union representatives.

The role of the Training Committee will be to advise on the development of a training program consistent with:

- i. the skill needs identified in the new classification structure;
- ii. the size, structure and nature of the operations of the Home Care Service;
- iii. the establishment of skill related career paths and promotion opportunities;
- iv. the introduction of properly accredited training;

Such training shall be undertaken by employees in the employer's time and training resource materials will be paid for by the employer.

Access to training should be on:

- i. an equitable basis
- ii. with the training requirements of the Branch in mind
- iii. within current Branch budgets

Employees should be consulted about available training and processes should be put into place to select the participants for training.

39. Regular Staff Meetings

Branches shall provide regular support and supervision both on an individual and a group basis, as appropriate

The Union Organiser shall be informed by the Branch Manager of formal group sessions relating to industrial changes, in order to respond to questions from employees.

The Union Organiser may also be informed of other appropriate group employee's sessions to facilitate access to staff. Should the Union Organiser attend after such sessions, notification will be required to the Branch Manager prior to the session taking place. This will enable Service Coordinators to re-roster services if required.

The Branch Manager will in turn notify employees that the Union Organiser will be attending after the session.

Time spent with Union Organisers will not be paid, unless otherwise notified by Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services,, and attendance is voluntary for both members and non members.

40. English Tuition Training

The employer shall grant employees of non English speaking background who are unable to adequately communicate in the English language, time off without loss of pay during normal working hours to attend English language asses conducted by the employer or any other recognised statutory authority (including the Adult Migrant Education Service).

The development of this Training will be referred to the Training Committee as per Clause 38, Training Program, of this Award.

41. Trade Union Training

Employees nominated by the Union to attend during ordinary working hours a course organised and conducted by the Union, or a training provider nominated by the Union, shall do so without loss of ordinary pay, subject to the following:

- i. That the employer receive not less than four (4) weeks written notice of nomination from the Union, setting out the time, dates, content and venues of the course.
- ii. That not more than one (1) person at a time from any one Branch are nominated with no individual receiving payment for more than 40 hours training per year.
- iii. That a maximum of 800 hours per financial year, non cumulative, is available for trade union training for each year.
- iv. That the employer is satisfied that the course is of such a nature as to be calculated to assist in reducing labour disputes and in advancing industrial relations in the industry.

PART F

LIVE-IN HOUSEKEEPER

42. Live-in Housekeeper

A. Terms and conditions

The terms and conditions contained in the clause shall be in substitution for and not cumulative upon the following clauses of the Agreement.

Clause Number	Subject
27	Additional payment and allowances
12	Hours of Work
24	Penalty Rates for ordinary time and Weekends
25	Overtime
26	Public Holidays

For the purposes of this clause, such substitution shall only apply while the employee is working as a Live-in Housekeeper.

- i. In respect of persons not permanently appointed as Live-in Housekeepers, in so far as clause 33 - Annual Leave and Clause 34 - Sick Leave, of this Agreement are concerned, hours worked under this clause shall be limited to eight (8) hours of every 24 for calculation purposes.
- ii. Live-in Housekeeper shall mean an employee of the Home Care Service of New South Wales, who provides one of or a combination of Oncology, Home Aide, Handy person and Personal Care duties, and would normally live at the client's premises for a period in excess of 24 hours.

B. Weekly rate

- i. The total weekly remuneration for a Live-in Housekeeper shall be calculated as follows:
- ii. Weekly Rate for Grade 3 + Special Loading + All Incidents Loading = Total Weekly Rate.
- iii. The Special Loading is calculated by obtaining 3.5% of the Grade 3 weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live-in Housekeeper.

- iv. The All Incidents Loading is calculated by obtaining 50% of the sum of the Grade 3 weekly rate plus the Special Loading. The All Incidents Loading of 50% take into account all incidents of employment inherent in the work and conditions of employment of Live-in Housekeepers, including but not limited to, the requirement to reside at the client's home and to perform work, and be available for the performance of work at all such times of the day and night as the job and the client's needs may require.

C. Daily rate

- i. The daily rate for a live-in housekeeper shall be calculated as follows:
- ii.

$$\frac{\text{Weekly rate for live-in housekeeper}}{5} + 25\% = \text{daily rate}$$

- iii. For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours.
- iv. The minimum payment for work performed under this sub-clause shall be one day (24 hours) at the daily rate
- v. Work performed under this sub-clause shall be for relief and temporary purposes only.
- vi. An employee who works under this clause as a relief Live-in Housekeeper shall be entitled to a minimum (8) eight hours off duty between the termination of the Live-in Housekeeper engagement and the commencement of any subsequent engagement under this Award, other than Live-in Housekeeper.
- vii. An employee who is not required to work their normal rostered work as a result of being on an (8) eight hour break will not be entitled to payment for that rostered work.
- viii. An employee who is required to work without an eight (8) hour break off duty shall be entitled to be paid overtime rates as prescribed in Clause 25 (A) of this award.

D. Time off

- i. After each five (5) consecutive days of duty a Live-in Housekeeper shall be entitled to two (2) consecutive days off. Provided that:
 - (a) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
 - (b) Where it is mutually agreed between the employer and the employee that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.

Provided that the Live-in Housekeeper shall continue to receive their normal weekly wage pursuant to Clause 22 Payment of Wages, of this Agreement during such days off.

- ii. A Live-in Housekeeper will accrue one paid rostered day off per four (4) completed weeks of work (i.e. after each nineteen (19) working days). Such days off may accumulate only to a maximum of three (3).

E. Travel

Before proceeding to an assignment the employee shall determine the most appropriate mode of travel to and from the assignment. Such travel cost shall be calculated and paid as such, whether or not the employee uses the mode of travel. However, in isolated establishments discussion will take place between the employer and employee in relation to the use of the employee's motor vehicle.

Where motor vehicle is the most appropriate mode of travel, kilometre allowance in accordance with the provisions of Clause 27 - Additional Payments and Allowances, of this Agreement shall apply.

F. Commencement and cessation

Designated commencement of work insofar as place, date and time are concerned shall be calculated by the employer. Designated cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.

G. Reimbursement of meals

In the event of whether all or some of breakfast, lunch and dinner not being provided the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

H. Annual leave

Subject to Clause 33 - Annual Leave and Clause 42 - Live in Housekeeper, of this Agreement hereof, a full-time Live-in housekeeper employed and paid as such shall accrue an additional week's leave for every twelve (12) months of continuous service on a pro-rata basis

PART G

EMPLOYEE REPRESENTATION

43. Assistance With the Dispute Settling Process

A. ASSISTANCE IN GRIEVANCE AND DISPUTE SETTLEMENT

The Branch Secretary of United Voice - NSW Branch or any person authorised in writing by the Union, shall have the right to enter the Branch office during its hours of operations for the purpose of assisting with the grievance and dispute settling procedures under this Award, in accordance with the provisions of the New South Wales Industrial Relations Act.

B. ASSISTANCE IN OBSERVANCE OF THE AWARD

For the purposes of assisting employees with their rights and obligations under this Award, an employee may be appointed a Union Delegate in the Branch in which he or she is employed and shall, upon notification thereof to the employer, be recognised as the accredited representative of United Voice - NSW Branch. He or she shall be allowed the necessary opportunity during office hours to speak with other employees, and the employer, and to assist in ensuring that all parties understand their rights and obligations under this agreement. As part of this role, the following shall in apply in relation to the union delegate.

- (i) The employer shall, subject to approval by the Branch Manager, allow the delegate reasonable access to office equipment such as photocopiers, facsimile machines and computer terminals pursuant to their assistance role, provided that such access is not disruptive to normal office procedures. The Branch Manager shall not unreasonably withhold approval.
- (ii) A current copy of the Award shall be permanently placed on or near such notice-board, and a copy given to each employee upon request.
- (iii) The Branch Manager shall advise the local union delegate in writing of the time, date and location of any induction course for new employees under this agreement. Such notice is to be given a minimum of seven days prior to that induction course occurring, or as soon as possible where such induction course is arranged to occur at shorter notice.

- (iv) The local union delegate, and/or an officer of the union, shall be allowed a maximum of 15 minutes to address new employees at such course in relation to the role of the union, and to offer union membership to any attendees.
- (v) Each branch shall take steps to facilitate re-rostering of delegates to ensure attendance by the delegate is practicable, and take steps to ensure that, where possible, the total number of hours worked by such delegate in that pay period are not decreased as a result of such attendance.

C. INSPECTION OF TIME AND WAGES RECORD

The time and wages record shall be open for inspection to a duly accredited Union official during the usual office hours at the employer's office or other convenient place.

A duly accredited official of the Union, making an inspection of time and/or wages records shall be entitled to take a copy or copies of entries made in those records relating to a suspected breach of the Award.

Provided that an inspection shall not be demanded unless an authorised official of the Union suspects that a breach of this Award has been committed.

44. Time and Wages Record

- A. The employer shall keep a record from which can be readily ascertained the name; the grade/classification; the hours worked each day; the rate of wages and the amount of wages paid for each employee.
- B. Notwithstanding anything elsewhere contained in this Award the employer may select and utilise, for time-keeping purposes, any fraction or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who report for duty after their appointed starting times, or cease duty before their appointed finishing times. An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.
- C. An employer shall retain time and wages records going back a period of seven years.

PART H

ANTI-DISCRIMINATION

45. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the objective 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 grievance 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 provisions 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 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."

PART I

MONETARY RATES

Table 1 - Salaries

Classification	Basis	Rate per hour 1st Full pay on or after 1 Sept 2013 (2.27% Increase)	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2013 (2.27% Increase)	Rate per hour 1st Full pay on or after 1 Sept 2014 (2.27% Increase)	Rate per week 1st Full pay on or after 1 Sept 2014 (2.27% Increase)
Home Aide/	Permanent	\$20.44	\$776.72	20.90	794.35
Home Aide/	Casual	\$24.53		25.08	
Grade 1	Permanent	\$20.18	\$766.84	20.64	784.25
Grade 1	Casual	\$24.22		24.77	
Grade 2	Permanent	\$21.19	\$805.22	21.67	823.50
Grade 2	Casual	\$25.43		26.01	
Grade 3	Permanent	\$22.91	\$870.58	23.43	890.34
Grade 3	Casual	\$27.49		28.12	
		Weekly Rate (38 hours per week)	Daily rate	Weekly Rate (38 hours per week)	Daily rate
Live in Housekeeper	Permanent	\$1,351.58	\$337.90	1382.25	345.56
Live in Housekeeper	Casual	\$1621.90	\$405.48	1658.70	414.67

Table 2 - Other Rates and Allowances

Description	FFPP 1 Sept 14
Overnight Care	\$140.81 per task
Presenter - Gd 4	\$25.03
Competency Assessor - Gd 4	\$25.03
Equipment Allowance	\$2.47
Tea Money	\$11.12

Travel Allowance	77 cents per kilometre
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APPENDIX A

CARE WORKER AVAILABILITY REGISTER FORM

As outlined in Clause 12 of the Care Worker Award employees must make themselves available for work for a minimum number of availability time periods in accordance with their current contract level. The table below specifies the minimum number of availability time periods for each contract level.

Contract Level	Minimum number of Availability Time Periods	Weekend Availability for Saturday - Friday Care Workers
30	8 x 6hrs	Nil
50	12 x 6hrs	1 in 4
70	16 x 6hrs	2 in 4

You must select the times and days that you will be available in line with these minimum requirements. Please note that you may provide a greater number of availability time periods if you choose to make yourself available for additional work.

The time periods should not overlap and any proposed availability must be agreed, (within the service hours available in the branch), between the employee and the employer prior to the availability being accepted by your supervisor.

A maximum of two (2) six hour time periods can be selected in each 24 hour period.

Time periods nominated of greater than six hours but less than twelve hours will be regarded as one time period only.

Monday to Friday contracted employees can restrict their time period selections to Monday to Friday only.

You must have a break between shifts of at least 8 hours or choose a break of 10 hours

Availability nomination								
Current contract level (circle one)			30 hours		50 hours		70 hours	
Minimum break between shifts (circle one)			8 hours			10 hours		
Desired contract level (circle one)			30 hours		50 hours		70 hours	
Availability Time Period								
Day of the Week	Week 1				Week 2			
	Start	Finish	Start	Finish	Start	Finish	Start	Finish
Saturday								
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								

Optional:

YES / NO, I would like to be considered for Overnight Care work.

YES / NO, I would like to be considered for Live-In Housekeeper work.

I, (Print full name) agree to the above minimum number of availability time periods as required by Clause 12 Hours of Work.

Signature: _____ Date: ____/____/____

Supervisor Signature: _____ Date: ____/____/____

APPENDIX B

HIGHER DUTIES/MULTI-SKILLING AGREEMENT

TO: (Employee's Name)

FROM: (Branch Mgrs Name)

As per Clause 17 of the Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care (State) Award 2011I offer you the opportunity to undertake permanent Grade 3 work up to 50% of your current contract level.

Current contract level: 50% of minimum contract level

As a result of accepting this offer the following conditions will apply:

- (i) Working Grade 3 hours up to 50% of your contract level may necessitate an increase in contract hours. Should you no longer choose to undertake Grade 3 work, Home Care will, wherever possible, endeavour to maintain your current contract level.
- (ii) However, as per your request the removal of Grade 3 hours may require the Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care not being able to maintain your current contract level with Grade 2 work. Home Care reserves the right to return you to the contract level you were on prior to accepting the additional Grade 3 work and will notify you prior to your decision becoming effective.

Branch Mgr (Signature) Date:/...../.....

I understand the terms and conditions of Clause 17 regarding my contract hours and accept the above offer.

Employee (Signature) Date:/...../.....

REQUEST TO WITHDRAW FROM UNDERTAKING GRADE 3 WORK

I wish to notify you that effective from pay period ending ____/____/____ that I no longer wish to undertake Grade 3 work as previously offered. I understand that as a result of this decision my contract hours may be reviewed back to the original contract level.

Employee (Signature) Date:/...../.....

OFFICE USE ONLY

(Delete whichever is not applicable)

- 1. Employee returned to original contract level
- 2. Employee able to be maintained on current contract level

Signature: Date:/...../.....

Position held:

APPENDIX C

OFFER OF A FIXED TERM CONTRACT

Employees Name:

Employees Address: Post Code:

Dear

You have recently been successful in obtaining the position of Care Worker Grade Your conditions of employment are as follows:

1. Your conditions of employment will generally be those specified in Care Worker Employees - Department of Family and Community Services- Ageing Disability and Home Care (State) Award 2011. Any variation from these conditions will be specified in this contract.
2. You will be employed for a fixed term. Your employment will commence from/...../..... and will cease on/...../.....
3. The minimum number of hours you will be required to work will be per fortnight.
4. Should the client no longer require services provided by the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, then you will be provided with four weeks notice of termination or four weeks payment in lieu of such notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service.
5. Employee's will be required to provide the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services with a least 2 week's notice of intention to terminate the contract.
6. Service provision guidelines allows the client to have the final say as to the person who provides such services required by them. For this reason, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services would consider you to be on trial for a period of four (4) weeks to assess the compatibility with the client seeking the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services If during the four (4) week period the client does not wish to continue the service then your employment would cease from the close of business upon receipt of that advice or upon the employment of a suitable replacement which ever is more appropriate.

Should the client for whatever reason decide to seek the provision of services from the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services but ask that another employee provide such services after the trial period, the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will provide the following:

- (i) Four (4) weeks payment in lieu of notice. Such payment would not be made where services are being terminated on the grounds of misconduct or unsatisfactory service causing the client to seek services to be provided by another employee of the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services 7. Due to the nature of your employment being specific to the needs of a particular client(s), should that client(s) not require the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services for a specific period of time, which will be in excess of a week, your employment with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services will be suspended until the client requires the service to re-commence.

Such suspension of services will be without pay. Examples of a situation where the client may not require the Ageing, Disability and Home Care (ADHC) within the Department of Family and

Community Services for a given period may be when they do into a period of hospitalisation or respite care, proceed on holidays or may have a family member staying with them that will provide the services normally provided by Home Care.

8. The provisions of Clause 21 of the above mentioned Award are not applicable to your employment.

Branch Mgr (Signature): Date:/...../.....

ACCEPTANCE

I, fully understand and accept the conditions and terms as set out in the above contract. I accept employment with the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services in the terms of the contract.

Employee (Signature): Date:/...../.....

APPENDIX D

CARE WORKER SELF ROSTERING CHECKLIST

Before agreeing to accept new work or changing the day and/or time of service you currently provide, you must consider the following.

	Quality Conditions	
1.	Is the client happy with the changes being negotiated.	YES or no
2.	Is the change consistent with the CARES principles.	YES or no
3.	Will the change being negotiated maintain either your health and safety, or the health and safety of your client.	YES or no
Award Conditions		
4.	Will you be taking a break after 5 hours work including travel time (meal, crib or break of engagement).	YES or no
5.	Will you be working 8 hours or less in the day.	YES or no
6.	Will you be working 76 hours or less in the fortnight.	YES or no
7.	Will the change mean you have not taken an 8 consecutive hour break within the current 24 hour period.	YES or no
8.	Will the change mean that you remain working within your agreed availability.	YES or no
Cost Care Conditions		
9.	Will the change maintain your contract hours for the affected fortnight.	YES or no
10.	Will the change avoid a minimum start.	YES or no
11.	Will the change avoid a break of engagement (break at the Department of	

	Ageing, Disability and Home Care's convenience).	YES or no
12.	Will the change attract a similar penalty rate.	YES or no
13.	Will you be working within your geographical area.	YES or no
14.	For Grade 2 staff only	
	Will you be accepting Grade 3 work in the fortnight that is less than 50% of your minimum level of contract hours.	YES or no

To nominate for new work offered or make temporary changes to your current roster, your answers **MUST** be all YES.

If you answer NO to any of the questions above please seek advice from your Service Coordinator.

If you require more work, either on a temporary or permanent basis, you should discuss your request with your Service Coordinator so that they are aware of your needs.

APPENDIX E

Guidelines to use when Initiating Changes to Client Service.

The following guidelines have been developed to assist Care Workers when determining the appropriateness of self-rostering. These guidelines should be used in conjunction with the Role of Care Workers (see WPI 3) and Care Workers Self-Rostering Checklist. Advice should be sought from the Service Coordinator where doubts arise.

1. Care Workers and clients may approach one another directly to request a change of time and or day in the following instances:
 - where the request would result in more efficient and safer rostering;
 - where the request would result in work being carried out more evenly over the span of the day; and
 - the change genuinely better suits both the client and the Care Worker.
2. Clients seeking to change the time and or date of a future service may do so directly with the Care Worker at the time of the current service. If the request occurs any other time it should be raised with the Service Coordinator who will negotiate the change with the Care Worker.
3. In all situations where the Care Worker or the client seek to re-roster a service to another time and/or date then both the client and the Care Worker have the right to refuse the request.
4. Should either the client or the Care Worker be unwilling to make the change, the request should not be pursued or held against either party.
5. In the situation where the client or Care Worker is unable to comply with the request, the request should be referred to the Service Coordinator immediately for action.
6. If the Care Worker is unable to comply with the client's request for an alternative time/date then the request should be forwarded to the Service Coordinator for re-rostering to alternative staff.

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INTRODUCTION

Grading Care Work within the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services

When determining the grade of tasks which a the Ageing, Disability and Home Care (ADHC) within the Department of Family and Community Services, Care Workers will perform in a household, the Supervisor will need to establish:

the tasks which are to be performed - personal care, housework, repetitive upkeep, respite care;

the likely impact on the Worker, or the work to be performed from, any household factors, - including behaviour, exhibited by the client or another household member.

The information necessary for grading, will be collected through:

the assessment/reassessment process;

support/supervision sessions with Care Workers.

DEFINITIONS

Grade 3 care work consists of:

Grade 3 Personal Care tasks

Grade 2 Personal Care, Housekeeping, Repetitive Upkeep and Respite Care.

Complex work where there is a moderate to pronounced impact on the work/Worker from client behaviours or household environment. Home Aides will need to possess a higher level of skill than that required within Grade 2 work.

All live-in Housekeeping

Grade 2 care work consists of:

Grade 2 Personal Care tasks

Housekeeping, Repetitive Upkeep and Respite Care where there is a slight to moderate impact on the work/Worker from client behaviours or household environment

Grade 1 work consists of:

Domestic assistance

- Including but not limited to, domestic chores, ironing, cleaning, dishwashing, etc

Shopping and bill paying

Meal preparation

GRADING CARE WORK

First Step

If Personal Care tasks are to be performed, refer to the already graded lists to identify whether the work is Grade 3 or Grade 2.

Grade 3 - Personal Care work requires a Grade 3 Worker:

Personal Care Grade 3 task

Home Care Worker Grade 3

Grade 2 - Personal Care work requires a Grade 2 or Grade 3 Worker.

Personal Care Grade 2

Home Care Worker Grade 2 or Grade 3.

Second Step

When Grade 2 Personal Care or other assistance is being provided, it is necessary to consider the impact of household factors such as client behaviours in order to grade the work.

The more pronounced the impact the higher the level of interpersonal skills required of the Worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

When there is moderate impact the work may be Graded by deciding whether it would be necessary to replace an existing Grade 2 Worker with a Grade 3 Worker who has advanced interpersonal skills.

OTHER ASSISTANCE

Pronounced impact from client behaviours/other household factors.	Grade 3 Work. Home Care Worker Grade 3	Advanced Interpersonal Skills
Moderate Impact	Grade 2 Work	Basic Interpersonal Skills
Slight Impact	Home Care Worker Grade 2 or Grade 3	Basic Interpersonal Skills

Personal Care

All personal care tasks have been graded either as Grade 3 or Grade 2.

The criteria used for grading personal care tasks, is detailed below.

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

The above criteria apply to Personal Care only, not other assistance provided in the household.

Showering/ Bathing	<ul style="list-style-type: none"> * Showering/Bathing adults and children with severely limited/uncontrollable body movements * Total bed bath/sponge where there is severely limited/uncontrollable body movements or serious comfort/health consideration 	<ul style="list-style-type: none"> * Assisting client to shower/bath self or totally showering/bathing client except where client has severely limited/uncontrollable body movements * Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements * Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements * Supervising children's bath * Bathing a baby * Total bed bath/sponge - exceptions Grade 3
Toileting	<ul style="list-style-type: none"> * Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths * Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site 	<ul style="list-style-type: none"> * Helping people to the toilet * Assisting people to use the toilet by loosening clothing * Assisting client to change own incontinence and sanitary pads

	<ul style="list-style-type: none"> * Changing or assisting with urinary diversion - colostomy and drainage bags * All bowel management except changing babies nappies and toileting children * Continual caring of someone with bowel incontinence including washing person * Changing bowel incontinence pads * Responsibility for sterilising glass catheters for people using intermittent catheters 	<ul style="list-style-type: none"> * Changing clients urinary incontinence pads * Assisting clients with bottles * Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements * Changing babies nappies, toileting children
Menstrual Care	<ul style="list-style-type: none"> * Changing tampons and sanitary pads 	<ul style="list-style-type: none"> * Assisting with menstrual care
Skin Care	<ul style="list-style-type: none"> * Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes only in circumstances outlined in Service Policy Manual * Application of treatment creams to genital Area 	<ul style="list-style-type: none"> * All skin care, eg: application of cream, rubbing pressure areas with lotions etc except where dressings are involved
Nasal Care	<ul style="list-style-type: none"> *Cleaning noses 	
Grooming	<ul style="list-style-type: none"> *All dressing/undressing where there are severely limited/uncontrollable body movements 	<ul style="list-style-type: none"> * All hair care * Limited care of nails as details in Service Policy Manual * Shaving: Where there are uncontrollable body movements use electric razors only. (All other shaving - electric razors recommended). * All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements
Oral Hygiene		<ul style="list-style-type: none"> * Assisting client with their own care of teeth or dentures * Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solutions only
Oral Medication		<ul style="list-style-type: none"> * Assisting client with or administering liquid medicines, pills, powders, nose and eye drops according to Service Policy Manual.
Medication	<ul style="list-style-type: none"> * Suppositories * Giving insulin injections in circumstances outlined in Service Policy Manual. 	
Transferring/Mobility	<ul style="list-style-type: none"> * Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing 	<ul style="list-style-type: none"> * Transferring client in and out of bed/chair/ car and assisting with mobility - exceptions see Grade 3

	<p>* Using mechanical aids to lift and transfer clients</p> <p>Assisting client with transfers/mobility where:</p> <p>* client can offer limited/no assistance with weight bearing</p> <p>* particularly careful handling is required because of the client's health/disability</p>	<p>* Assisting clients to turn or sit up - exceptions see Grade 3</p>
	<p>* some lifting or physically awkward movement is involved for staff in the transfer/mobility of clients</p>	
Fitting of Aids/ Appliances		<p>* Such as splints and callipers</p>
Therapy	<p>* Assisting with therapy in any of the following circumstances:</p> <ul style="list-style-type: none"> - high degree of assistance is involved - Care Workers have total responsibility because client is unable to take responsibility for the therapy and carer/therapist is not on site - Specialised training/knowledge is required 	<p>* Assisting with therapy in any of the following circumstances:</p> <ul style="list-style-type: none"> - low level of assistance is involved - carer/therapist is on site or client is able to take responsibility for the therapy or carer/therapy is on site - simple instructions required rather than specialised training/knowledge
Assisting with Eating	<p>* Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved</p>	<p>* Assisting where there are no eating difficulties</p>

OTHER ASSISTANCE (Not Grade 3 Personal Care Tasks)

When determining the grading for tasks other than Grade 3 Personal Care -Housework, Repetitive Upkeep and Respite Care - the Branch Manager or their delegate will need to consider the following:

What is the likely impact on the Worker, or the work to be performed from any household factor - including behaviours exhibited by the client or another household member.

Is the impact likely to be slight, moderate or pronounced because of some difficulty with client behaviour or household environment.

Examples of household factors which will often but not always have a significant impact on the work/Worker:

restless, wandering behaviour;

verbal abuse, aggression;

hearing or speech impairment which seriously affects communication;

extreme stress present due to household member with acute/terminal illness loss/bereavement;

households where children have been notified to DOCS as At Risk;

households where adults are at risk of abuse;

domestic violence;

where there is a severe allergy which requires additional care with the tasks;

The more pronounced the impact of household factors on care work, the higher the level of interpersonal skills required of the worker.

Moderate to pronounced impact would require a Worker with advanced interpersonal skills - Grade 3

Slight to moderate impact would require a Worker with basic interpersonal skills - Grade 2 or Grade 3

For examples of interpersonal skills see Schedule C.

For examples of grading other Assistance see Schedule B.

SCHEDULE A

GRADING PERSONAL CARE TASKS

Examples of Grading Personal Care with respect to the following criteria:

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the care Worker responsible)

Bodily intrusion

Example - Grade 3 Personal Care

Providing total bowel care for a severely disabled client while their carer leaves for a break. Analysis of the task according to the factors above:

Total assistance

Care Worker totally responsible while carer is away

Bodily intrusion

Example - Grade 2 Personal Care

Assisting client to wash and dry their own hair. Analysis of the task according to the factors above:

Some assistance

Client is responsible

No bodily intrusion

SCHEDULE B

GRADING OTHER ASSISTANCE

Examples of Grading other assistance with respect to the following criteria:

Slight, moderate or pronounced impact on work/Worker

Level of interpersonal skills required by Worker

Examples - Grade 3

- A. Providing housekeeping assistance to a disabled client who displays aggressive behaviour and who is often verbally abusive. This behaviour results from a brain injury.

The likely impact on the work or Worker is moderate to pronounced, depending on the frequency of the aggressive behaviour and the presence of other adults in the household.

Worker will need advanced level of interpersonal skills to be able to perform the tasks, for example: assertiveness skills to deal with the aggression and abuse - knowledge of the client's condition and understanding of the effect on the client's behaviour - negotiating skills to request assistance or change arrangements, if necessary.

- B. Assisting disabled adult female to shower, wash her hair and dress. Severe arthritis impairs the client's ability to assist. The Worker cooks tea for the client in the evening, the client can feed herself.

However, the client often experiences severe depression which results in her becoming withdrawn and passive.

The impact of the client's condition on the work or Worker is likely to be moderate to pronounced as the work may take longer to perform and be more difficult for the Worker because of the client's passivity and depression.

Worker will need advanced level of interpersonal skills to be able to direct the client or to carry out tasks on own initiative at times when the client is depressed - to be sensitive to the client's behaviour and have advanced listening skills and empathy with the client.

Examples - Grade 2

- A. Providing activities for a blind adolescent girl as part of respite care. The worker will be following a plan which the carer has previously discussed and outlined. The carer is away from the home for the duration of the respite assistance.

The client's behaviour would have a slight to moderate impact on the work or Worker. The worker would need a basic level of interpersonal skills.

- B. Providing housekeeping assistance to an elderly woman who has severe asthma and heart problems. The impact on the work or worker is slight to moderate, depending on the client's health stability. The worker would need basic interpersonal skills, eg. ability to respond in a crisis.

SCHEDULE C

INTERPERSONAL SKILLS

Basic Interpersonal Skills - Care Worker Grade 2

The following list consists of examples of interpersonal skills which a Care Worker Grade 2 is expected to have acquired to a basic level.

Listening skills

Empathy

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviour

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client/carer

Ability to use different communication methods, eg. communication board

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Maintaining objectivity

Advanced Interpersonal Skills - Care Worker Grade 3

The following list consists of examples of interpersonal skills which Grade 3 Workers are expected to have acquired to an advanced level.

Empathy

Ability to direct client or carry out plan/action on own initiative

Ability to respond appropriately in crisis situations

Ability to take appropriate action

Knowledge of disabilities

Understanding of client behaviours

Flexibility

Sensitivity and tolerance

Assertiveness

Awareness of communication difficulties

Ability to give clear and simple information

Ability to elicit clear directions from client

Ability to clarify communication

Ability to use different communication methods, eg. communication board

Listening skills, includes active listening and listening to non-verbal behaviour

Self-awareness

Genuineness/respect for client

Acceptance of client condition/lifestyle

Ability to negotiate with household about the tasks performed

Maintaining objectivity

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

CITY OF SYDNEY WAGES/SALARY AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Applications by City of Sydney and another.

(Nos. IRC 175 and 365 of 2014)

Before The Honourable Justice Walton, President

7 October 2014

AWARD

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PART ONE - PRELIMINARY MATTERS

1. Title

1.1 This Award will be referred to as The City of Sydney Wages/Salary Award 2014.

2.

This clause has been intentionally left blank.

3. Application, Area, Incidence, Operation and Duration of the Award

3.1 This Award is binding on the Council of the City of Sydney, and the following industrial organisations:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (trading as the "United Services Union");

The Local Government Engineers' Association of New South Wales;

The Development and Environmental Professionals' Association;

3.2 The Award is binding on all employees of the Council of the City of Sydney except those employed under the following awards:

South Sydney City Council Wages Staff Award 2010, as amended or replaced;

South Sydney City Council Salaried Officers Award 2010, as amended or replaced.

3.3 The Award does not apply to senior staff as defined in section 332 of the Local Government Act 1993 (NSW) whose employment is covered by the standard contracts referred to in section 338 of the Local Government Act 1993 (NSW).

3.4 This Award rescinds and replaces the provisions of the City of Sydney Wages/Salary Award 2010.

3.5 Operation and Duration of Award

This Award will come into operation on and from 23 September 2014 and shall remain in force for a period of three (3) years.

4. Definitions

AFTERNOON SHIFT - means ordinary daily working hours which finish after 8:00pm and at or before midnight, Monday to Friday inclusive (excluding public holidays).

CONTINUOUS WORK - means work carried out through consecutive shifts of employees over twenty-four (24) hours for at least six (6) consecutive days without interruption, except during breakdowns, meal breaks, or due to unavoidable causes beyond the control of the employer.

COUNCIL - means the Council of the City of Sydney and includes the Chief Executive Officer or any person authorised by the Chief Executive Officer to act on Council's behalf.

DISMISSAL - means termination of the services of an employee for reasons of serious misconduct or breach of discipline.

MEDICAL RETIREMENT - means termination of service with the Council on account of a medical condition as referred to in Part 2, Clause 5.11 and Part 4, 21.9.

MORNING SHIFT - means ordinary daily working hours which commence after 4:00am and before 5:30am, Monday to Friday inclusive (excluding public holidays).

NIGHT SHIFT - means ordinary daily working hours which finish after midnight or commence after midnight but before 4:00am Monday to Friday inclusive (excluding public holidays).

PUBLIC HOLIDAY SHIFT - means the ordinary daily working hours of a shift where the major portion falls on a public holiday.

RESIGNATION - means voluntary termination of employment by the employee in accordance with this Award.

SATURDAY SHIFT- means ordinary daily working hours the major portion of which fall between midnight Friday and midnight Saturday.

SHIFT WORK - means work performed during ordinary working hours in continuous morning, afternoon, night shifts, rotating shifts or in rostered shifts which include a Saturday or Sunday.

SUBSTANTIVE RATE - means the rate of pay to which an employee is appointed to the service of the Council of the City of Sydney.

SUNDAY SHIFT - means ordinary daily working hours the major portion of which fall between midnight Saturday and midnight Sunday.

UNION - means an Industrial Organisation of employees which is party to this Award and which covers the particular employee/s concerned in the service of the Council of the City of Sydney.

NOTE: All other issues are defined as they are drafted in the relevant clauses of this Award.

PART TWO - EMPLOYMENT ARRANGEMENTS

5. Terms of Employment

Employment will be on either a full-time, part-time, temporary or casual basis.

5.1 Full-time Employment

A full-time employee is permanently employed in accordance with the working hour arrangements specified in this clause and in the Wages Division Section 2 - clause 38 or the Salaried Division Section 3 - clause 45.

5.2 Part-Time Employment

5.2.1 A part-time employee is permanently employed on a regular number of hours which are less than the full-time ordinary hours.

5.2.2 Prior to commencing part-time work the employer and employee must agree:

- (a) that the employee will work part-time; and
- (b) hours, days and start/finishing times; and
- (c) the nature of the work to be performed.

5.2.3 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement.

5.2.4 Part-time working agreements may be varied in consultation with the employee, and will be stated in writing with the original retained by Council and a copy provided to the employee.

- 5.2.5 Part-time employees will receive all the conditions prescribed by this Award on a pro-rata basis of the regular hours worked. An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 5.2.6 A part-time employee will be paid for public holiday(s) falling on a day(s) which they would normally have been required to work, and will be paid for the hours normally worked on that day.
- 5.2.7 The Council shall advise the Secretary of the Union or Unions concerned in advance, of its intention to employ an employee/s in accordance with the provisions of this Clause and the area and anticipated duration of such employment.

Note: For further information see Salaried Division Section 3 - clause 44.

5.3 Temporary Employment

If a position is vacant or the holder of the position is sick or absent, Council may appoint a person to the position temporarily. Temporary appointments will not continue for more than 12 months in accordance with the Local Government Act 1993.

5.4 Casual Employment

5.4.1 A casual employee is engaged on a day to day basis, works intermittently in relieving work or work of a casual and/or unexpected nature, and is paid by the hour.

5.4.2 A casual employee is not entitled to any leave provided for in this Award (whether paid or unpaid), or payment for a public holiday(s) falling on a day which they would normally have been required to work.

5.4.3 A casual employee will be paid the hourly rate prescribed for the classification in which they are employed. This hourly rate will be calculated by dividing the substantive rate of pay for the position (as provided by this Award) by the standard working hours.

5.4.4 The rates prescribed in paragraph 5.4.3 shall be inclusive of an allowance or loading for annual holidays, sick leave, public holidays and the temporary nature of employment, and an employee engaged under this subclause, shall not be entitled to any additional payment for annual holidays, sick leave or public holidays prescribed by the Award.

Note: For the applicable casual loading see Wages Division Section 2 - clause 38 or Salaried Division Section 3 - clause 44.

5.5 Transfer of Employees

5.5.1 All employees covered by this Award may be employed in any part or location of Council's organisation as may exist from time to time to meet operational and customer service needs.

5.5.2 Workplace Flexibility

- (a) The parties to this Award agree that to provide an efficient and effective level of service, staffing arrangements must continually address service demands and employees must be flexible to the City's requests to perform additional or other duties as necessary.
- (b) To meet service demands, from time to time, the City may require employees to transfer between divisions/positions within the same salary band or level.
- (c) The transfer of an employee to a new position will be carried out after considering the job requirements of the position and the employee's relevant experience, skills, abilities and knowledge.

- (d) An employee will not be placed in a position where they are unable or unqualified to meet that position's job requirements, unless training opportunities are also provided. It is the responsibility of the employee to notify the City if they believe they are unable or unqualified to meet a position's job requirements.
- (e) Subject to the provisions of sub-clauses 5.8.3, 5.9.4 and 12.10 transferring employees, for the purposes of this clause, will receive their existing rate of pay (i.e the employee's take home pay will not be reduced).
- (f) Transfers may involve changes to duties and functions. Where this occurs, employees may be required to undertake formal or on the job training to gain necessary skills and to be able to accept new responsibilities.
- (g) Where prior written approval is given, the City will bear the costs associated with any training which the employee is requested or required to undertake.

5.5.3 Appointment to a Higher Position

An employee, who is appointed to a position in a higher salary band and who, to convenience Council, is prevented from taking up the appointment for a period of 14 days, dating from and inclusive of the date of appointment, shall be paid the higher rate as and from the 15th day of such appointment.

5.5.4 Promotion

- (a) Movement from position to position will be subject to vacancies and will be on the basis of merit by means of competitive selection process as detailed in Council's Recruitment and Selection Policy.
- (b) The filling of all advertised vacancies whether by internal or external appointment will be on the basis of merit.

5.6 Probation

The probationary period will allow Council to ascertain whether the appointee's work performance meets the standards required. The period of probation for initial appointments will be up to 6 months.

5.7 Employee notice of Termination

5.7.1 Unless otherwise provided, an employee will give to the Council the following notice of their intention to terminate their employment;

- (a) An employee in Salaried Bands 1 to 6 or in the Wages Classification of the Award shall give to council 2 weeks' notice of their intention to terminate their employment.
- (b) An employee in Salaried Bands 7 to 10 of the Award shall give to Council 4 weeks of notice of their intention to terminate their employment.

5.7.2 The council and an employee may agree to a shorter period of notice for the purpose of this sub-clause.

5.8 Employer Notice of Termination

5.8.1 Unless otherwise provided, the Council shall give to an employee a period of notice of termination in accordance with the following scale or payment in lieu thereof:

- (a) For employees in Salaried Bands 1 to 6 or in the Wages Classification of the Award;

Employee's Period of Continuous Service	Period of Notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

(b) For employees in Salaried Bands 7 to 10 of the Award - 4 weeks' notice.

5.8.2 The Council and an employee may agree to a shorter period of notice for the purpose of this sub-clause.

5.8.3 In cases of serious misconduct, the council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, sub-clause 5.8.1 shall not apply.

5.9 Discipline

5.9.1 Where an employee's work performance or conduct is considered unsatisfactory and/or unacceptable to Council, discipline procedures will be promptly implemented. Council's Discipline Policy and Procedures will be followed in all such cases.

5.9.2 In summary, Council's Discipline Policy and Procedures provides for a step by step formal warning system. This system will provide all parties with the opportunity to:

- (a) Identify and discuss problems;
- (b) Respond to allegations with the support and assistance of their Union;
- (c) Rectify the problem; and
- (d) Provide warnings on a verbal and/or written basis as required.

5.9.3 Suspension of an Employee

- (a) At any stage during this procedure Council may immediately suspend an employee without pay for a period not exceeding 1 ordinary working week;
- (b) Suspension from duty does not affect continuity of service for the purposes of accruing leave entitlements;
- (c) If, after investigation, the reasons for suspension are found to be inappropriate, the employee will not suffer any loss of pay for the period of suspension.

5.9.4 At any time during this procedure Council will be entitled to regress the employee to a lower salary rate and/or demote the said employee to a lower paid position.

5.9.5 Nothing in this clause prevents Council from terminating an employee's service in accordance with clause 5.8 Employer Notice of Termination and Dismissal of this Award.

5.9.6 Council or the employee may request the presence of a Union representative at any stage in the above procedures.

5.9.7 This procedure shall not affect either party's right to institute the Dispute Settlement Procedures set out in clause 30 of this Award, or to notify the Industrial Registrar as to the existence of an industrial dispute.

5.9.8 Employees may have access to their personal files, and may take notes and/or obtain copies of the contents of the file.

5.9.9 In the event that an employee is of the opinion that any disciplinary or other record contained on their personal file is incorrect, out of date, incomplete or misleading, the employee may make application to the Chief Executive Officer for the deletion or appropriate amendment of such record.

5.9.10 These provisions do not affect the rights of the Council to take other disciplinary action before and/or during the above procedures in cases of misconduct or where the employee's performance warrants such action.

5.10 Payment of Employees

5.10.1 For further information see Wages Division Section 2 - clause 38 or Salaried Division Section 3 - clause 44.

5.10.2 Account Maintenance

- (a) All net pays will be deposited into the employee nominated account at a mutually agreed financial institution.
- (b) Council reserves the right to limit the definition and number(s) of financial institutions which can be nominated.
- (c) Employees must supply full and complete details of the nominated account to the Council prior to the Wednesday before the next payday.
- (d) Time off during normal working hours will not be required by employees, or authorised by Council for the purpose of obtaining cash or otherwise attending to the accounts at the nominated financial institution.

5.10.3 Averaging Pay System

- (a) In accordance with clause 6 (Hours of Work) of this Award and other related clauses, the following provisions shall apply notwithstanding any other provisions of this Award. See Appendix 5 for table of 9-day fortnight and 19 day month pay systems.
- (b) The objective of the averaging pay system is to pay the employee the same average pay for the same average hours worked per pay period. See clause 6 (Hours of Work) for further reference.
- (c) The extra hours the employee works in excess of the standard working hours shall be accrued as a "credit". This "credit" shall be accumulated as offsets against payments in the period of their pay cycle.
- (d) The "credit" will continue to accrue where an employee is absent from work on any approved paid leave.
- (e) The credit will not continue to accrue where an employee is absent from work due to any type of unpaid leave.
- (f) In the case of an employee whose employment terminates on a day other than the last day of a work cycle and who has been paid under an averaging system of payment, the net amount of any wages due to or owing by such employee shall be calculated by bringing into account any debits and any credits in respect of such employee during the work cycle in which the termination of employment occurs.

5.10.4 Payroll Deductions

- (a) Council may make payroll deductions as authorised in writing by the employee, or in accordance with any court, legislative, Australian Tax Office or other valid order imposing a legal obligation on Council to comply.
- (b) Council recognises that payroll deductions of union dues, in normal circumstances will not be considered for removal. If the Council considers that exceptional circumstances exist that would warrant a change to this policy, the Council will firstly notify the Industrial Relations Commission (IRC) and the affected Union of any future intention to remove payroll deductions and would maintain the status quo until such time as the IRC has considered the issues in dispute.

5.11 Medical Retirement

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the Employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner.

5.12 Uniforms and Clothing

- (a) Where Council requires an employee to wear a uniform during the course of employment, the Council shall pay the cost of such a uniform.
- (b) In any case where an employee is engaged in any employment, the conduct of which, in the opinion of Council, is likely to cause abnormal wear or damage to the employee's personal clothing, the Council shall provide and pay the cost of protective clothing. The style, nature, quality and quantity of such clothing shall be determined by the Council.
- (c) Where Council has provided an employee with safety or protective clothing, including safety footwear, equipment or other articles, irrespective of whether or not such clothing, equipment or other articles were issued under the provisions of this clause, the employee shall wear or use them in such a way as to achieve the purpose for which they were supplied, which requirement shall be a condition of employment. In addition the employee shall replace or pay for any such clothing, equipment or other articles which, in the opinion of the Chief Executive Officer, are lost or damaged through the employee's misuse or negligence.
- (d) All employees will comply with safety regulations and wear all safety equipment or clothing issued by Council at all times and in accordance with the approved and stated policy of the Council's Work Health and Safety Committee.
- (e) Where an employee does not comply with the provisions of this clause, the non-compliance will be dealt with as follows:

The employee concerned will not be permitted to commence work, and will be sent home to collect the clothing. No pay will be provided for the period the employee is not at work.

If an employee persistently breaches the provisions of this clause, the employee will be subject to the disciplinary action in accordance with the relevant provisions of the Council's disciplinary policy.

6. Hours of Work

Note: For particular application of this clause see Wages Division Section 2 - clause 37 or Salaried Division Section 3 - Clause 45.

6.1 Hours of work will be determined mutually between the parties under the following arrangements:

- (a) 38 hours per week Monday to Friday inclusive - 152 hours over a 4 week period; or

- (b) 36.25 hours per week Monday to Friday inclusive.

6.2 The above working hours options may be utilised in accordance with the following options as they apply to particular classifications.

- (a) Flexible Working Arrangements (Salaried Division only see Section 3 - clause 45)
- (b) 19 Day Month (See Appendix 5 for further information)

An average of 38 hours per week on the basis of 152 hours within a work cycle not exceeding 28 consecutive days, on 19 working days on week days of eight hours each continuously; or

An average of 36.25 hours on the basis of 145 hours within a work cycle not exceeding 28 consecutive days, on 19 working days on week days of 7.63 hours each continuously except for meal breaks at the discretion of Council, or as otherwise agreed between the parties.

- (c) 9 Day Fortnight (Salaried Division only see Section 3 - clause 45.2).

6.3 Spread of Hours

The ordinary spread of hours will be between 6.00 am and 8.00 pm Monday to Friday inclusive, exceptions to this are listed below. Note that the ordinary spread of hours can only be varied by agreement between the parties.

The exceptions are as follows:

Refuse Collection; not Street Sweeping, between 5.30 am and 8.00 pm

Library Division; between 6.00 am and 9.00 pm

6.4 Shift Work and Penalty Rates

6.4.1 The ordinary daily working hours of a shift worker shall not exceed 76 hours per fortnight to be worked as rostered, Monday to Sunday inclusive, provided they will not be required to work:

- (a) More than 11 shifts in 14 consecutive days without payment of overtime; or
- (b) Broken shifts.

6.4.2 Shift workers will be provided with an interval of at least 8 hours between the termination of any shift and the commencement of the next succeeding shift.

6.4.3 Clause 6.4.2 will not apply to former Municipality of South Sydney employees, transferred to the City of Sydney as a result of boundary changes or amalgamations prior to 8 May 2003, who shall be provided with an interval of at least 10 hours between the termination of any shift and the commencement of the next succeeding shift.

6.4.4 In order to meet the needs and requirements of the industry, the Council, by mutual agreement with the Union concerned, may introduce shift work and may transfer employees between shift and day work arrangements as needed to meet operational and customer service needs. This transfer is subject to:

- (a) an employee who is engaged on day work, and required by Council to transfer to shift work, will be paid an additional 50% penalty, or the appropriate shift penalty whichever is the greater, for all shifts worked in the first week after the transfer; and
- (b) In the event of a dispute as to the necessity to introduce such work, the dispute resolution procedures of this Award shall be implemented.

6.4.5 Council must give a rostered shift worker (other than a shift worker rostered for relief work) at least 48 hours clear notice of a change of roster arrangements. If such notice is not given, the employee will be paid an additional 100% penalty for the first shift worked on the altered roster.

6.4.6 Except in cases of emergency (to be determined by Council), starting and ceasing times of employees will not be altered without first giving 7 days' notice to the relevant Union.

6.4.7 Penalty Rates

The following shift penalty rates will be payable, note this clause is to be read in conjunction with clause 4 Definitions:

(a) Rotating Shifts

Morning shift	Monday to Friday inclusive	Ordinary rate + 15%
Afternoon shift	Monday to Friday inclusive	Ordinary rate + 15%
Night shift	Monday to Friday inclusive	Ordinary rate + 15%

(b) Permanent Shifts

Morning shift	Monday to Friday inclusive	Ordinary rate + 15%
Afternoon shift	Monday to Friday inclusive	Ordinary rate + 15%
Night shift	Monday to Friday inclusive	Ordinary rate + 30%

(c) Weekend and Public Holiday Shifts

Saturday shift	Ordinary rates + 50%
Sunday shift	Ordinary rates + 100%
Public Holiday shift	Ordinary rates + 200%

(d) Prescribed 32 Hour Week Shift Workers

Perm. Night shift	Monday-Friday inclusive	Ordinary rates +11.5%
Saturday shift	Ordinary rates + 25%	
Sunday shift	Ordinary rates + 75%	
Public Holiday shift	Ordinary rates + 200%	

6.4.8 Payment of Shift Penalty Rates

Shift penalty rates will be paid, where possible, as an averaged annual amount to provide employees working shift work with a standardised pay outcome per pay period.

6.4.9 Transfer between Shifts

(a) Except as provided for in paragraph (b) of this sub-clause, an employee engaged on day work who is required, by Council, to transfer to shiftwork shall be paid for all morning, afternoon and night shifts worked in the first week of transfer at the following penalty rates if transferred to a:

38 hour week roster - ordinary rates plus 50%.

32 hour week roster - ordinary rates plus 25%.

(b) An employee engaged in day work, transferred to shiftwork at their own request, or as a result of having applied for and obtained a position involving shiftwork, shall not be entitled to additional payments described in this subclause.

6.5 Attendance

6.5.1 Notification of Absence

An employee, who does not report for duty on any day, for any reason, shall, as soon as practicable, to the normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence.

6.5.2 Absent Without Reasonable Cause

Where an employee is absent from duty without reasonable excuse, Council may make deductions from salary to recover the time lost.

6.5.3 Abandonment of Employment

Where an employee is absent from duty without permission for a continuous period of 2 normal working weeks, and fails to provide a satisfactory explanation for the absence, the employee will be deemed to have terminated their employment by resignation with effect from the first day of the absence.

7. Local Workplace Agreements

7.1 The parties agree to review operations at the workplace level on an ongoing basis with the view to providing enhanced flexibility and efficiency.

7.2 In agreement with employees and their representative unions, the City may establish Local Workplace Agreements (LWA) particular to a specific site or group of employees to provide improved flexibility and efficiency.

7.3 A LWA may be negotiated to provide for different conditions of employment than are provided for in the City's Industrial Agreements and Awards. As an example an LWA may change issues relating to: hours of work, shift work, overtime, on call, meal breaks, and allowance payments.

7.4 A LWA may provide for different conditions of employment where the following requirements have been complied with:

Employees are not disadvantaged when the LWA is viewed as a whole;

The majority of employees affected agree after taking all views into consideration, including the need to maintain effective working relationships;

The appropriate Union has been advised prior to commencement of discussions with the employees concerned;

The LWA is not contrary to any law or other Enterprise Agreement and does not jeopardise safety;

The hours of work cannot be altered so that they exceed the maximum number of ordinary hours allowed under the Industrial Relations Act;

The LWA will improve efficiency and/or customer service and/or job satisfaction.

7.5 LWA's will be productivity-based. Existing Award provisions will apply unless expressly varied by such an Agreement.

7.6 LWA's may provide for improvements in remuneration and/or conditions linked to productivity improvements.

- 7.7 LWA's will be by consent, between employees, the City and the relevant Unions (s), where the parties shall commit in writing and include a date of operation and expiration. Affected employees will be given the opportunity to vote on any Agreement proposed by the relevant union(s). In order for the LWA to be accepted, a majority (i.e 50% +1) of employees party to the LWA must vote in favour of it.
- 7.8 All LWA's that have been accepted as per subclause 7.7 will be registered with the NSW Industrial Relations Commission.

8. Public Holidays

8.1 Prescribed Days

The provisions of the Public Holidays Act 2010 (NSW) shall apply and the days specified in the Public Holidays Act 2010 (NSW) shall be observed as holidays and will be paid at ordinary daily rates of pay under this Award. In addition to the days specified in the Public Holidays Act 2010 (NSW) other holidays proclaimed by the State or Federal Governments shall also be observed and paid at ordinary daily rates under this Award.

- 8.2 In addition to the days provided for in sub-clause (1), employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations.

8.3 Annual Picnic Day

8.3.1 In addition to the prescribed holidays identified in sub-clause 8.1 and 8.2, the annual picnic day for the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union shall for the purposes of the Award also be regarded as a prescribed holiday.

8.3.2 The annual picnic day as advised by the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, will be the same day for all employees and other respondent unions.

8.3.3 Proof of attendance for the annual picnic day may be required by Council for the payment for the day to be made (e.g union listing, produce ticket butt).

8.4 Higher Duties

Where an employee has performed the duties of a higher position for the full day preceding or following a holiday, the employee will be paid for the holiday at the higher rate.

Note: For further information see Wages Division Section 2 - clause 42 or Salaried Division Section 3 - clause 49.

8.5 Absent without Pay

An employee who is absent without pay on the working days immediately before and after a holiday will not be entitled to payment for the holiday.

8.6 Day Off

Where a public holiday falls on a 'day off' for a shift worker, or on a 'day off' Monday to Friday inclusive for an employee whose ordinary working hours include a Saturday or Sunday, the employee will be paid an ordinary days pay.

9. Overtime

9.1 Requirement to work reasonable overtime

Council may require an employee to work reasonable overtime in order to meet the needs and requirements of the industry, including work on Saturdays, Sundays and public holidays or shift work as necessary.

9.2 Minimum Break

9.2.1 Overtime will be arranged so that an employee has at least 10 consecutive hours off duty between the ordinary working hours of successive days.

9.2.2 For overtime worked outside of ordinary working days the employee must have at least 10 consecutive hours off duty between overtime shifts and the commencement of ordinary working hours

9.2.3 If an employee does not receive the break outlined above in sub-clause 9.2.1 and 9.2.2, on completion of such overtime the employee should be released off duty without loss of pay until he or she has had the 10 consecutive hours or alternatively, be paid at double ordinary rates per hour or part thereof until such time as the period of 10 consecutive hours is granted.

9.3 Eligibility for Overtime

9.3.1 Monday to Friday

Note: For further information on eligibility for Monday to Friday overtime see Wages Division Section 2 - clause 39 or Salaried Division Section 3 - clause 46.

9.3.2 Saturday

Time and a half ordinary rates per hour or part thereof for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday will be paid at double time;

9.3.3 Sunday

All overtime at double ordinary rates per hour or part thereof.

9.3.4 Time off in lieu

Consistent with this clause, eligible employees may choose whether to be paid for the overtime or to take time off in lieu. Time off in lieu will be taken within a calendar month with the exception that occasions occurring within the last week of the month will be carried forward to the next month. Other arrangements may be made by mutual agreement between the employee and their supervisor. Employees opting to take time off in lieu will be granted the equivalent time off to the actual hours worked.

9.4 Public Holidays

9.4.1 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award (where the time worked falls within the normal working hours were the day not a Public Holiday), the employee shall be paid treble time inclusive of the ordinary payment for the holiday. Overtime worked outside these hours on a public holiday will be paid at treble ordinary rates.

9.4.2 Where the major portion of a period of overtime extends into a Sunday or a Public Holiday, the whole of that overtime period will be paid at the Sunday or Public Holiday overtime rates.

9.5 Continuous Overtime

Overtime worked, on any 1 day, whether in broken periods or otherwise will be regarded as continuous.

9.6 Call Back to Work

An employee who has ceased work and returned home, will, if directed to return back to their work location and resume and cease work before their next normal starting time, receive a minimum payment, inclusive of travelling time, equivalent to 4 hours work at appropriate overtime rates whether required to work for 4 hours or not.

9.7 Transport

If overtime finishes at an hour when the usual means of transport to the employee's home are not available, Council will provide or pay for suitable transport direct to the employee's home.

9.8 Overtime for Shift workers

9.8.1 Except as provided, all overtime worked by a shift worker, either before or after and in extension of their ordinary daily working hours, will be paid for as follows:-

(a) Monday to Saturday (inclusive)

One and a half times the ordinary rate per hour or part thereof for the first 2 hours and double time thereafter. Provided that all overtime worked after 12noon on Saturday will be double time.

(b) Sundays

All overtime at double time per hour or part thereof.

(c) Public Holidays

All overtime worked, as prescribed in this paragraph, on a Public holiday will be paid at treble the ordinary rate.

9.8.2 Overtime on a "Day Off"

A shift worker required to work overtime on a 'day off' under a roster system, or who has ceased work and is called out to work overtime which commences and terminates before their next normal starting time, will be paid for such overtime at double time per hour or part thereof.

9.8.3 Ordinary Working Hours on a Public Holiday

Time worked by a shift worker on a Public Holiday during what would otherwise be ordinary working hours will not be regarded as overtime and will be paid for at appropriate penalty rates.

Note: For further information see Wages Division Section 2 - clause 39 or Salaried Division Section 3 - clause 46.

10. Meal and Crib Breaks

10.1 Meal and Crib Breaks

10.1.1 Ordinary Working Hours

- (a) Except as provided, the Council will grant an unpaid meal break of 45 minutes during ordinary daily working hours, to be taken as directed.
- (b) An employee will only be required to work continuously for more than 5 hours without a meal or crib break in cases of extreme emergency, and in these instances will be paid at double ordinary rates for all ordinary working time worked after the expiry of the 5 hour period until such break is granted, or until normal ceasing time whichever is the earlier.

- (c) An employee required to commence ordinary working hours between 5.30 am and 6.00 am (both inclusive) will be granted a crib break of 15 minutes duration before 9.00 am, to count as ordinary time worked, and taken as directed.

Note: For further information see Wages Division Section 2 - clause 41 or Salaried Division Section 3- clause 47.

10.1.2 Shift work

- (a) An employee on continuous work, will be granted a crib break of 30 minutes per shift and an employee on shift work other than continuous work, will be granted a crib break of similar duration in each morning, afternoon, night, Saturday, Sunday and holiday shift exceeding 5 hours duration.
- (b) Crib breaks will be taken as directed, will be part of ordinary working hours, and will be paid for at the rate applicable to the shift upon which the employee is engaged.

10.1.3 Overtime

- (a) An employee directed to work a period of overtime which adjoins the employee's ordinary working time and extends for 2 hours or more, will be granted a crib break of twenty minutes each 2 hours of such overtime, to be taken as directed, and paid at the overtime rate applicable.
- (b) Overtime worked before and after normal ceasing time will not be regarded as continuous for the purposes of this clause, and an employee will not be entitled to payment for crib time unless the employee is required to continue working after having taken such crib time.
- (c) An employee directed to work overtime which commences and ceases outside ordinary working hours, or falls on any day which is not an ordinary working day, will be granted a crib break of 20 minutes upon the completion of each four hours of such overtime, which if the employee is required to continue working after such crib break, will be paid for at the overtime rate applicable.
- (d) Council may direct any employee who becomes entitled to more than 1 crib break, to take the crib breaks in either separate or consecutive periods, but will not require the employee to work continuously for more than five hours without a crib break.
- (e) In the case where the needs and requirements of the work so permit, the Council, if requested by an employee engaged on overtime, may extend the duration of any crib break to which the employee has become entitled, for a period not exceeding 1 hour to be taken as directed by Council. If the employee takes such a break then Council shall not be liable for any time taken in excess of 20 minutes, nor shall such excess time count as time worked.
- (f) Except as provided above, in the calculation of overtime crib breaks shall be treated as part of the time worked.

11. Work Health & Safety in the Workplace

Work Health & Safety

- 11.1 The parties to this Agreement acknowledge that they are mutually responsible for providing a safe and healthy work environment. The parties will work co-operatively through the Work Health & Safety (WHS) Committee and other workplace consultative committees to ensure that employees may carry out their work free from the risk of injury or harm.

- 11.2 The City will continuously address hazards in the workplace through implementation of WHS Plans which may be added to or amended from time to time. WHS Plans will be used to identify, assess and control workplace hazards through consultation with employees and management.
- 11.3 The City will put in place and/or instruct employees on safe systems of work and all employees will comply with those safe systems of work and use the plant, equipment, and protective clothing provided safely and in the manner for which it is intended.
- 11.4 Employees who identify potential risks or hazards must immediately report the risk or hazard to their immediate supervisor or WHS Committee.

Rehabilitation

- 11.5 The City will provide and resource a workplace based rehabilitation program and rehabilitation co-ordinator in accordance with Work Cover statutory requirements.
- 11.6 The City's rehabilitation program will ensure that rehabilitation is commenced as soon as practicable following injury or illness and will ensure that appropriate duties are provided to assist in an early return to work. Participation in a rehabilitation program will not prejudice an employee.
- 11.7 Employees are required to formally notify their supervisor of any injury or illness as soon as possible. Employees must attend any medical or rehabilitation assessments required by the City and must cooperate with the City's directions in respect of the Rehabilitation Program.

First Aid Officer

- 11.8 Council must ensure that sufficient First Aid Officers are nominated in each work area to cover all shift and variable working arrangements.

12. Workplace Change and Redundancy - Employees Commencing On or After 5 November 2009

This clause applies to all employees who commence employment on or after 5 November 2009.

12.1 Council's Duty to Notify

- (a) Where 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 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.

12.2 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 12.1 (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 definite decision has been made by the council to make the changes referred to in sub-clause 12.1 (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).

12.3 Discussion before Termination

- (a) Where a council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 12.1 (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 definite decision which shall invoke the provision of paragraph (a) of this sub-clause 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 affected 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.

12.4 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.

12.5 Notice of Termination

- (a) Five weeks' notice to terminate or pay in lieu thereof 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:
 - (i) Three (3) months' notice of termination or
 - (ii) Payment in lieu of the notice in paragraph (i) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (iii) Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

12.6 Redundancy

- (a) This sub-clause shall apply where an employee is terminated due to redundancy. Council shall be exempt from the operation of this sub-clause 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 (a) of this Clause, the employee shall be entitled to the following table:

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 thereafter	34 weeks pay

- 12.7 An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the council's employment until the expiry of the notice period.
- 12.8 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.
- 12.9 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.
- 12.10 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 sub-clause, 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.
- 12.11 The council shall, upon receipt of a request from an employee to show employment has been terminated, provide 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.
- 12.12 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 Centrelink.
- 12.13 In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- 12.14 Nothing in this Award shall be construed so as to require the reduction or alteration 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.
- 12.15 Subject to an application by the Council and further order of the Industrial Relations Commission of New South Wales, Council may pay a lesser amount (or no amount) of redundancy pay than that contained on sub-clause (12.6) above if the council obtains acceptable alternative employment for an employee.
- 12.16 Nothing in this clause shall restrict an employee with ten years' service or more and Council from agreeing to further severance payments.

13. Workplace Change, Redundancy and Redeployment - Employees Commencing before 5 November 2009

This clause applies to all employees who commenced employment before 5 November 2009. The conditions which apply to these employees are set out in Appendix 6.

14. Anti-discrimination

- 14.1 It is the intention of the parties to this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 14.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement 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.
- 14.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 14.4 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 sec 56 (d) of the Anti-Discrimination Act 1977 (NSW);
 - (d) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 14.5 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.

15. Competitive Tendering

- 15.1 Competitive tendering is the calling of tenders by Council for the provision of services that are currently being performed by Council employees where Council's in-house service unit submits a bid as well as external contractors. Council then makes its decision based on the tender bids about who will provide the service.
- 15.2 Prior to making a decision to competitively tender a service, Council shall notify and consult with the relevant union(s) which may have members likely to be affected by the decision.
- 15.3 Where the Council makes a definite decision to competitively tender a service, Council shall notify the employees who will be affected by the proposed tender of such services and the Union(s) to which they belong.
- 15.4 Council shall discuss the competitive tendering process with the affected employees and union(s) and give consideration to matters raised by employees and union(s) to which they belong.
- 15.5 Discussions between Council and the affected employees and the relevant union(s) shall commence as early as practicable after a definite decision has been made to competitively tender a service.

- 15.6 For the purpose of the discussion Council shall provide to the employees and union(s) to which they belong, all relevant information about the tendering process including the nature of the service to be tendered, the proposed timetable for the tender service, the expected effects employees, a process for the formulation of an in-house bid and any other matters likely to affect the employees.
- 15.7 Where a contract is won by an in-house bid, an agreement stating the duration and other relevant terms shall be entered into.

PART THREE - ALLOWANCES

16. HIGHER DUTIES ALLOWANCE

- 16.1 An employee required to perform the duties of a position at a salary rate higher than the employee's substantive position, will be paid the difference between their normal salary and the base rate of the position in the higher salary (in addition to the employee's normal salary).
- 16.2 Permanent Appointment and Higher Grade Duties

Except in cases where the higher grade is vacant because of Sick Leave, Long Service Leave, or approved leave without pay, Council, in any case where an employee has been required to act in a vacant position in a higher salary band for a period of 3 months, will take the necessary steps to make a permanent appointment to such position.

Note: For further information see Wages Division Section 2 - clause 42 or Salaried Division Section 3 - clause 49.

17. MEAL ALLOWANCE

- 17.1 An employee required to work a continuous period of overtime will be paid a meal allowance as follows:
- (a) Overtime in continuance of ordinary working hours:
- \$14.08 on completion of 2 hours;
- A further \$14.08 on completion of each subsequent 4 hours thereafter.
- (b) Overtime which commences and terminates outside of ordinary working hours:
- \$14.08 on completion of 4 hours; and
- A further \$14.08 on completion of each subsequent 4 hours thereafter.
- 17.2 An employee required to work overtime in connection with a meeting of the Council or a Committee of the Council beyond 5:45 pm on any day, Monday to Friday inclusive, will be paid a meal allowance of \$14.08 but will not be entitled to a further meal allowance until the completion of four hours overtime.

17.3 Continuity of Overtime

For the purpose of this clause:

- (a) A crib break or a meal break is not an interruption to the continuity of overtime.
- (b) Overtime worked before normal starting and ceasing time in extension of ordinary working hours will not be regarded as continuous.

Note: For further information see Wages Division Section 2- clause 39 or Salaried Division Section 3- clause 46.

18. General Allowances

18.1 Annualisation of Allowances

By agreement of the majority of employees in a designated work group, general allowances may be annualised into rates of pay. Those allowances are detailed in this Clause and in Appendix 3.

PART A of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award.

Clause B.1 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Wages Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

Clause B.2 of Part B of Appendix 3 contains allowances that may be annualised into rates of pay for employees in a Salaried Classification of this Award but pertain to duties that are not being performed by employees as at the date of this Award.

18.2 On-Call Allowance

An employee who is at Salary Band 5 or below or in the Wages Classification of this Award and is directed by Council to be available for emergency and/or breakdown work, outside the employee's ordinary working hours will be entitled to an on call allowance, with the following conditions:

- (a) When on call the employee is required, upon receiving a call out, to proceed directly to and from the job;
- (b) When on call the employee will be contactable, and physically able to respond to a call within a reasonable time considering the nature of being on call for emergency and breakdown situations;
- (c) An employee on call will not be required to be constantly available beyond a period of 4 weeks where other employees are available. Where other employees are not available, the employee concerned will have at least 1 weekend (2 consecutive days) off duty in each period of 4 weeks, without reduction of the allowance paid;
- (d) A call out is that period from the time the employee receives a call(s), to the time the employee ceases work in connection with such call(s) and arrives at home or other authorised place, and includes the work involved in any further call(s) for service which the employee may receive whilst out on duty or upon arrival at home or such other authorised place, the recording of information relating to the work, and all other actions necessary to satisfactorily complete the work;
- (e) On call shall not include periods of pre-arranged overtime;
- (f) An employee required to work during the 8 hours immediately preceding their usual starting time, may defer the starting time by a period up to the actual time worked;
- (g) The payment of this allowance will be calculated on a daily basis. Where the on-call requirement covers more than 1 day the majority of the day on which the call out occurs will form the basis for payment.
- (h) The on call allowance will be \$7.60 per day Monday to Friday, and \$15.20 on Saturday, Sunday and Public Holidays;
- (i) In addition to the prescribed allowance, the employee will be paid double ordinary rates for the time required to complete each call-out, with a minimum of 1 hour for each call out;
- (j) Where the employee is required to work on a roster, the allowance will be divided by the proportion of the number of weeks on duty in any rolling period and paid in equal amounts for

each week in such period; provided that an employee who is required to perform extra duty at any time during the employee's usual rostered off period shall receive payment for such extra duty, in accordance with this clause, in addition to the amount calculated in accordance with this sub-clause;

- (k) Emergency and/or breakdown work includes returning to safe and proper operating conditions any plant and equipment which has failed, or is likely to fail, in service, and/or performing maintenance work which is of such an urgent nature that if not carried out or temporary repairs are not affected, may have serious consequences for Council's operations. It also includes emergency work related to alleviating distress or hardship, and without limiting this generality includes noise complaints, and matters related to public health and safety;
- (l) The employee will be granted an additional day's annual leave for each public holiday required to be on call.
- (m) An employee who is in receipt of an on call allowance and is directed to be available to:
 - (i) Respond to phone calls or messages;
 - (ii) Provide advice over the phone;
 - (iii) Arrange call out/rosters of other employees; and
 - (iv) Remotely monitor and/or address issues by remote telephone and/or computer access

will be paid at their ordinary rate of pay for the hours worked with a minimum payment of two hours, providing that any subsequent work performed remotely within the two hour period shall not attract an additional payment.

- (n) Notwithstanding the qualifying provisions outlined above, Employees at Salary Band 6 or above who received on call allowance prior to the making of this Award may continue to receive the allowance for six months after the making of the Award.

18.3 Travelling Allowance for Official Business

18.3.1 An employee required to travel inter or intra state for official business shall be entitled to the provisions of Council's travel and conference policies.

18.3.2 Where an employee is required to work overtime while being paid this allowance the meal allowance provisions at clause 17 will not apply.

18.4 Community Language & Signing Work Allowance

18.4.1 Where an employee is required to provide a language service to speakers of a language other than English, or to provide signing services to those with hearing difficulties as a regular part of their normal duties, the employee shall be paid an allowance of \$16.63 per week, which shall be a flat-rate allowance (i.e. not paid for all purposes).

18.4.2 This work will require the employee to act as a first point of contact for people requiring these services. The employee identifies the customer's area of inquiry and provides necessary assistance to successfully conclude the customer service requirement.

18.4.3 The allowance will only be paid to an employee where the need is specified as an essential requirement of the employee's position description and/or this service requirement for an employee has been approved by the Director Workforce and Information Services.

19. Travelling Time and Expenses

- 19.1 The provision of this sub-clause does not apply to those persons employed in the previous classifications, grades and levels of Refuse Collection and Disposal Group which is now known as the Cleansing and Waste Unit (or staff from outside the unit who perform work for the Cleansing and Waste Unit in the Cleansing and Waste classifications). For all other employees, the time occupied in travelling to and from work in accordance with this sub-clause will be paid at the following rates:

Monday to Friday inclusive, except Public Holidays - ordinary rates

Saturdays, Sundays and Public Holidays - time and a half ordinary rates

- 19.2 Council is not liable for travelling time in excess of three hours at the appropriate rate, or travelling expenses in excess of \$13.61 on any day.
- 19.3 Travelling expenses reasonably and necessarily incurred in such travelling will be reimbursed, based on expenses which are or would be incurred in travelling by normal means of public transport.
- 19.4 Travelling expense rates will be adjusted (up to the nearest ten cents) in line with variations to metropolitan public transport ticket prices.
- 19.5 An employee required, for the purposes of ordinary working hours, to travel between abode and place of employment a fixed number of times in each pay period, and who is required to travel in excess of such number of times, will be paid for the time occupied in such excess travel.
- 19.6 An employee required to work at a location outside the boundaries of the City will be paid the additional time spent travelling between home and the location which is in excess of their normal home to work travelling between the Town Hall, Sydney and home (to a maximum of 3 hours). The employee will also be entitled to travelling expenses calculated on the same basis. This payment will be provided for 6 months only.
- 19.7 An employee required to work at a location which is not their normal place of work within the boundaries of the City will be paid for the time spent travelling between the location and home where it is more than 20 minutes otherwise spent travelling between the Town Hall, Sydney and home. This payment will be provided for 6 months only.
- 19.8 An employee who is required to commence and/or cease duty at a location other than the workshop or depot they are normally attached to, will be reimbursed for any additional expenses incurred in travelling between home and such location.

PART FOUR - LEAVE PROVISIONS

20. ANNUAL HOLIDAYS

- 20.1 Four weeks annual holiday

An employee is entitled, at the end of each year of service, to 4 ordinary working weeks annual holiday, or the hourly equivalent thereof, exclusive of public holidays, observed on an ordinary working day, or during the period of annual holiday in the case of a shift worker or an employee whose ordinary working hours include a Saturday or Sunday.

- 20.2 The annual holiday should be given and taken by agreement between the employee and their supervisor in one consecutive period, or in as close to one consecutive period, in order to complete weeks of the work cycle. Periods of annual leave of less than 1 full working week may be approved, but will not exceed a total of five ordinary working days in any one service year.

20.3 Where any period of annual holiday has been taken before the right to the annual holiday has accrued, the right to a further annual holiday will not start to accrue until after the expiration of the year of service in respect of which the annual holiday, or part thereof, has been taken.

20.4 A part-time employee is entitled to an annual holiday on a pro-rata basis to the equivalent full time entitlement.

20.5 Where a public holiday occurs during any period of annual holidays taken by an employee, the annual holiday period shall be increased by 1 ordinary working day, or for shift workers the next succeeding shift.

20.6 Pay in advance for annual holidays

The employee may elect to be paid in advance, provided that the minimum period of annual holiday that will be paid in advance is 1 whole pay period.

20.7 If the employee has received higher position or extra duties allowance for at least 3 months immediately preceding the taking of leave, and has not ceased to do such work for a period, or a total of several separate periods exceeding the employee's ordinary working week in the higher position the employee shall be paid for the period of annual holiday at the salary or wage applicable to the higher position or extra duties.

20.8 Annual Leave Loading

Annual leave loading shall be paid as a component of ordinary salary for employees and is reflected in the rates of pay detailed at Appendix 1. (See Wages Division - Section 2 clause 43).

20.9 Payment of Annual Leave on Termination

Upon leaving the Council for any reason, employees will be paid their total balance of annual leave as at the date of termination of services.

20.10 Notice to take Annual Leave

(a) The annual holiday shall be given by Council, and shall be taken by the employee within 12 months of the date the holiday accrues. This leave may be postponed, by mutual agreement, for up to 22 months of service from the date of accrual in any case where circumstances render such postponement desirable or necessary.

(b) Council may roster the taking of annual holidays.

(c) Where the Council rosters the taking of an annual holiday, Council will give at least 2 months' notice of the date the annual holiday is to be taken.

20.11 Leave with pay for Commonwealth or State sporting representation

An employee selected to represent the Commonwealth or State in sport, may be granted leave with pay under this clause for a period not exceeding 4 weeks. Where this leave is granted, the leave shall be deducted from annual holidays accrued to the employee within the ensuing 12 months under the provisions of this clause.

21. Sick Leave

Employees who are unable to work due to:

(a) Illness or injury (except injury covered by Worker's Compensation); or

(b) A visit to a qualified medical practitioner to obtain advice or treatment; or

- (c) Restrictions imposed by Commonwealth or State Law in respect of contact with a person suffering from an infectious disease;

Shall be entitled to the following cumulative sick leave provisions. The entitlement to sick leave used as personal carer's leave shall be in accordance with Award Clause 22 - Personal Carer's leave provisions of this Award.

Required Length of Service	Entitlement
On commencement of employment	10 days
On completion of the first year of service	15 days
On completion of each year of service thereafter Provided that for the fifth and each subsequent year of service completed on or after 1/1/82, the Council shall credit the employee with 18 days sick leave with pay.	15 days 18 days

21.2 The above entitlements are subject to the following conditions:

- (a) Sick leave entitlements shall be cumulative from year to year so that any balance of leave not taken in any one year may be taken in subsequent years; and
- (b) Council shall be satisfied that the illness or injury is such that it justifies the time off work; and
- (c) The illness or injury does not arise from engaging in professional (fee/monetary gain) sport activities; and
- (d) Proof of illness shall include appropriate certification from a qualified medical practitioner dated no later than the 3rd day of the employee's illness or injury; and
- (e) A medical practitioner's certificate shall be provided where an employee's period of absence is in excess of 2 ordinary working days or after 3 unsupported periods of absence each not exceeding 2 days; and
- (f) The certification from the medical practitioner shall clearly state the:
 - (i) Name of the employee;
 - (ii) Date of the first consultation with the medical practitioner;
 - (iii) Period for which the employee is unfit for work; and
 - (iv) Signature and qualification of the person issuing the certification.

21.2A Where an employee is on annual or long service leave and immediately on return from leave gives to Council appropriate medical certification of illness or injury that has led to their hospitalisation or inability to undertake any recreational activity for a period of at least 7 consecutive days the employee shall be re-credited annual or long service leave and debited sick leave equivalent to the period for which they were hospitalized or unable to undertake recreational activity.

21.3 Notification of Absence

An employee, who does not report for duty on any day for any reason, shall, as soon as practicable, to the normal starting time on that day, notify the Council or its authorised representative as to the reason for and prospective duration of their absence. This clause should be read in conjunction with clause 6.5 (Hours of Work- Attendance).

21.4 Council Assessment

Council, at any time, may require employees to attend a qualified medical practitioner nominated by the Council at council's cost to assess the employee's fitness for work.

- 21.5 Public Holidays shall not be counted as sick leave as provided for in this clause.
- 21.6 Where an employee is on annual or long service leave and produces appropriate medical certification of illness or injury that has led to their confinement for a period of at least 7 consecutive days shall, if the employee elects, be granted additional annual or long service leave with pay equivalent to the period of confinement (subject to a time convenient to Council).
- 21.7 Where an employee is receiving a higher grade duties allowance and has been in receipt of the allowance for a period of 3 months or more the employee shall be entitled to the higher rate of pay while on sick leave for a maximum period of 20 days.
- 21.8 In the event of an employee disputing the certificate of Council's nominated medical representative under the provisions of this clause, a duly qualified medical practitioner shall be sought as a referee. The medical practitioner shall be agreed upon by the Chief Executive Officer of Council and the Secretary of the relevant Industrial Organisation. The certificate of the referee medical practitioner shall be accepted by all parties as final and conclusive as to the matter in dispute. Fees for the referee:

Shall be paid by Council if the decision of the medical referee is in favour of the employee; or

Shall be paid by the employee if the decision is against them.

21.9 Payment of Accrued Sick Leave Provisions on Termination

21.9.1 Medical Retirement

Following examinations by two medical practitioners, one of whom may be nominated by the employee, Council may be satisfied that the employee is permanently medically unfit by reason of illness or injury to continue in employment. In such cases the Council may retire the employee from service. If the employee and Council agree on the opinion of one medical practitioner, the Council is not obliged to refer the employee to a further medical practitioner, provided that in any case where the Council desires to retire an employee before the employee has exhausted their sick leave with pay, the Council shall pay to the employee for all accrued sick leave with pay to which the employee would be entitled to, but not exceeding:

- (a) For those employees of the Council as at 11 February 1980, a maximum of:

2,394 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

2,283.75 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;

In all, which shall include such sick leave taken immediately preceding the date of retirement; and

- (b) For those employees employed on an after 12 February 1980 and prior to 14 February 1993, a maximum of:

1,976 hours in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

1,885 hours in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

In all, which shall include such sick leave taken immediately preceding the date of retirement.

- (c) The number of ordinary working days or hours, as the case may require, for which the employee otherwise would be entitled to payment of salary between the date of proposed retirement on the grounds of ill health and the date upon which the employee normally would be required to terminate their service with the Council; whichever of (a) or (b) is the lesser, provided further, that where the employee is satisfied to accept the opinion of such medical representative of the Council, the Council shall not be obliged to refer the employee to a specialist.

21.9.2 Retirement

In the case of an employee who agrees to accept retirement:

Other than in terms of this clause; and

Has reached an age of fifty-eight years (58); or

The retirement age specified from time to time in the State Authorities Superannuation Act 1987 (NSW);

the employee shall be paid the monetary value of all accumulated untaken sick leave standing to their credit (i.e. that accrued prior to 14 February 1993 in accordance with the Industrial Relations Act 1996), at the date of such retirement subject to 'such payment not exceeding a maximum entitlement of:

- (a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

- (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle;

which shall include any such sick leave paid immediately preceding retirement; and

- (a) 1,976 hours untaken sick leave' in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

- (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

21.9.3 Death

In the case of an employee who dies, Council shall make payments in terms of Clause 28 - Payments to Dependents of Deceased Employee - of the monetary value of all accumulated untaken sick leave to which the deceased would have been entitled in terms of this clause (i.e. that accrued prior to 14 February 1993 in accordance with the Industrial Relations Act 1996), and standing to the credit of the deceased at the date of death, subject to such payment not exceeding a maximum entitlement of ;

- (a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

- (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle,

which shall include any such sick leave paid immediately preceding death; and

- (a) 1,976 hours untaken sick leave in the case of an employee whose ordinary working hours average 38 per week over a work cycle; and

- (b) 1,885 hours untaken sick leave in the case of an employee whose ordinary working hours average 36.25 per week over a work cycle.

22. Personal Carer's Leave

22.1 Personal Carer's Leave is available to:

- (a) Provide care and support for members of the employee's family or household when they are ill or require care due to an unexpected emergency; or
- (b) Provide for the flexible use of other entitlements.

The personal carer's leave described in this clause is available to full time and part time staff - but not casual staff.

22.2 The entitlement to use leave in accordance with this clause is subject to the employee being responsible for the care and support of the Person Concerned.

For the purposes of this clause and clause, 22A, a 'Person Concerned' refers to a person who needs the employee's care and support and is:

- (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, 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 purposes of this paragraph:

"Relative" means a person related by blood, marriage or affinity;

"Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"Household" means family group living in the same domestic dwelling.

22.3 An employee, other than a casual or other employee whom receives a loading in lieu of sick leave, with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave from that year's annual sick leave entitlement to provide care and support for such persons when they are ill or require care due to an unexpected emergency.

22.4 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under clause 21.1 above, sick leave untaken from the previous year may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

22.5 The Council may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred in clause 22.4 above.

22.6 The employee 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 or establish by production of documentation the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

- 22.7 The employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of the absence.
- 22.8 In normal circumstances, the employee must not take leave under this clause where another person has taken leave to care for the same person.
- 22.9 An employee may elect, with the consent of the Council, to take:
- (a) Annual leave, including annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties
 - (b) An employee may elect with the Council's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due;
 - (c) Long service leave; or
 - (d) Leave without pay for the purpose of providing care and support to the person concerned as defined in clause 22.2.
- 22.10 Personal carer's entitlements for casual staff
- (a) Subject to the evidentiary and notice requirements in clauses 22.6 to 22.9, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Person Concerned (as defined in clause 22.2) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (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 48 hours (i.e. two 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 part. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.

22A. Flexible Work Practice Alternative to Personal Carer's Leave

22A.1 Time off in Lieu of Payment of Overtime

- (a) An employee may elect, with the consent of the Council, to take time off in lieu of payment of overtime at a time or times agreed with the Council within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time shall be taken at the ordinary time rate, that is, one hour off for each hour of overtime worked.
- (c) If, having elected to take time as leave in accordance with 22A.1 (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period from the date the overtime was worked, or earlier by agreement, or on termination.
- (d) Where no election is made in accordance with clause 22A.1 (a) the employee shall be paid overtime rates in accordance with the relevant industrial instrument.

22A.2 Use of make-up time

- (a) An employee may elect, with the consent of the Council, to work "make up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of ordinary hours provided in the relevant industrial instrument, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the Council, to work "make-up" time (under which the employee takes time off during ordinary hours and works those hours at another time) at the shift work rate which would have been applicable to the hours taken off.

23. Parental Leave

23.1 Parental Leave will be interpreted consistent with the provisions of Part 4, Parental Leave of the Industrial Relations Act 1996 (NSW) as amended, the NSW Family Provisions Test Case 2005, and section 744 of the Fair Work Act 2009 (Cth).

23.2 Parental Leave includes maternity leave, paternity or partner leave or adoption leave.

23.3 An employee is only entitled to parental leave if the employee has had at least 12 months continuous service.

23.4 Parents cannot take parental leave at the same time except periods of short paternity or partner leave or periods of short adoption leave.

23.5 Entitlement

- (a) An employee is entitled to a total of 52 weeks parental leave in connection with the birth or adoption of a child; and
- (b) Parental leave is not to extend beyond 1 year after the child was born or adopted.

23.6 Paternity or Partner Leave

- (a) Paternity or partner leave is leave taken by an employee in connection with the birth of a child of the employee or the employee's spouse (being a child born as a result of the pregnancy of that spouse).
- (b) Paternity or Partner Leave consists of up to 2 weeks leave on full pay or 4 weeks on half pay at the time of birth of the child or termination of pregnancy (short leave in accordance with Clause 23.4);and
- (c) A further unbroken period including 4 weeks on full pay or 8 weeks on half pay in order to be the primary care-giver of the child.
- (d) Paternity or partner leave is subject to the employee providing a certificate from a qualified medical practitioner confirming the employee's spouse or partner is pregnant and the expected date of birth. In addition, in the case of paternity or partner leave taken in accordance with (c) above, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) If applicable, the period of any maternity leave sought or taken by the employee's spouse or partner,

and:
 - (ii) that the employee is seeking that period of extended paternity or partner leave to become the primary care-giver of their child.

23.7 Maternity Leave

- (a) An employee who has completed 12 months continuous service and who produces a medical certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:

18 weeks full pay; or

36 weeks half pay from the date maternity leave commences.

- (b) The employee may request to return to work on a part time basis up until the child reaches school age. A request to return to work on a part time basis must be in writing and provided to the City at least four weeks before the employee's return to work date.
- (c) The employee will provide at least 10 weeks written notice of the intention to take leave.
- (d) Other arrangements for maternity leave shall be in accordance with the Council's Parental Leave Policy.

23.8 Adoption Leave

- (a) Adoption Leave is leave taken by a male or female employee in connection with the adoption by an employee, or a partner of an employee, of a child under the age of 18 years. Adoption leave consists of:

An unbroken period of up to 3 weeks unpaid leave at the time of the placement of the child with the employee (short leave in accordance with Clause 23.4); and a further unbroken period in order to be the primary care-giver of the child

An employee, entitled to adoption leave, who adopts a child under the age of 5 years shall be entitled to:

18 weeks full pay; or

36 weeks half pay

In order to be a primary care-giver.

- (b) Adoption leave is subject to the employee providing:

A statement from an adoption agency or other appropriate body of the expected date of placement of the child with the employee for adoption purposes and

A statutory declaration by the employee stating, where applicable, the period of any adoption leave sought or taken by the employee's spouse or partner, and that the employee is seeking that period of extended adoption leave to become the primary-care giver of their child.

- (c) For the purposes of this Clause, spouse includes a de facto spouse.

23.9 The weekly rate of pay referred to in Clauses 23.6, 23.7 and 23.8 will be based on the employee's substantive hourly salary times the average number of ordinary weekly hours worked over the preceding 12 months.

23.10 Notice of Intention to Take Parental Leave

- (a) The employee should give at least 10 weeks' written notice of their intention to take leave.
- (b) In the case of maternity leave and paternity leave the employee must give 4 weeks' written notice of the dates on which the leave will commence and end.

- (c) In the case of adoption leave the employee must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable but at least 14 days before proceeding on leave.

23.11 Right to Request

- (a) An employee entitled to parental leave may request the Council to allow the employee to:
 - (i) Extend the period of simultaneous parental leave use up to a maximum of eight weeks;
 - (ii) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) Return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) The Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and Council's decision made under sub-clauses 23.11(a)(ii) and 23.11(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time.

Where an employee wishes to make a request under 23.11(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

23.12 Communication during parental leave

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

24. Bereavement Leave

- 24.1 Where an employee, other than a casual employee, is absent from duty because of the death of a person in accordance with paragraphs (a) to (e) below and provides satisfactory evidence to council of such, the

employee shall be granted two 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, 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 purposes of this paragraph:

"Relative" means a person related by blood, marriage or affinity;

"Affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"Household" means family group living in the same domestic dwelling.

24.2 Bereavement leave shall be taken within a reasonable period as soon as practicable from the date of the death of the individual.

24.3 Employees will be entitled to an additional three days bereavement leave following the death of a parent (including foster and step-parent), spouse (including de-facto partner and same sex partner) or child (including step, foster child).

24.4 Bereavement Entitlements for Casual Employees

24.4.1 Subject to providing satisfactory evidence to Council, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person prescribed in sub-clause 24.1 paragraphs (a) to (e) above.

24.4.2 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 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

24.5 Bereavement Support

24.5.1 To support an employee's family in the event of the employee's death, the City of Sydney will make a \$2,000 payment to the employee's next of kin as soon as practicable after the City becomes aware of the-death. This payment is in addition to any other accrued entitlements payable to the employee's family.

25. Long Service Leave

25.1 Long service leave accrues after 5 years of service, and will be applied in accordance with the Long Service Leave Act 1955, as amended, and the following provisions applicable under this award;

All at ordinary rates of pay		
Length of Service	Prior to 22/8/83	Since 22/8/83
After 5 years of service	NA	6.5 weeks
After 10 years of service	13 weeks	13 weeks
After 15 years of service	19.5 weeks	21.5 weeks
After 20 years of service	30.5 weeks	35 weeks
For every further completed period of 5 years' service	11 weeks	13 weeks

- 25.2 Long service leave shall accrue in accordance with the above table and proportionately for each completed month of service.
- 25.3 Long service leave shall be taken at a time mutually convenient to the Council and employee. Employees and Council should take account of operational and business needs when scheduling long service leave, but in any event must give at least 4 weeks' notice of their intention in regard to the taking of Long Service Leave.
- 25.4 For the purpose of calculating long service leave entitlement in accordance with this clause, all prior continuous service with any other council within New South Wales shall be deemed to be service with the City of Sydney.
- 25.5 Continuity of service shall be deemed not to have been broken by transfer or change of employment from another council to the City of Sydney provided the period between cessation of service with the former council and appointment to the City of Sydney does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with the former council and appointment to the service of the City of Sydney.
- 25.6 When an employee transfers from another council to the City of Sydney, the long service leave entitlement accrued by the employee may be transferred to the City of Sydney, provided the monetary equivalent of long service leave is paid directly to the City of Sydney by the other council at the time of transfer.
- 25.7 An employee transferring long service leave entitlements in accordance with sub-clause 25.6 of this clause must first complete 1 year of continuous service with the City of Sydney before being eligible to claim long service under the terms of sub-clause 25.1 of this clause.
- 25.8 Long service leave shall be taken in periods of not less than 1 week.

26. Accident Pay

- 26.1 An employee shall be entitled to accident pay for the period of their absence from work if such absence arises from circumstances which give right to payment of compensation by the Council under the Workers Compensation Act 1987.
- 26.2 The period for which an employee shall be entitled to payment of accident pay in respect of each particular injury or accident giving right to the payment of compensation shall be 6 months from the expiration of full compensation under the conditions of the Worker's Compensation Act 1987. An employee will also be entitled to a further period of 1 weeks accident pay for each completed year of service as at the date of injury or accident.
- 26.3 Accident pay shall be the sum equal to the difference between the amount of compensation to which the employee is entitled to under the Worker's Compensation Act 1987, and the rate of salary attaching to the employee's specified position.
- 26.4 To obtain accident pay, an employee shall present themselves, at their own expense, as soon as they are physically capable of doing so and at other times as directed for examination by a Council appointed

medical practitioner, or by a medical practitioner at their place of residence or hospital, as the case may be.

- 26.5 The Council may refuse to grant accident pay prior to the date upon which an employee presents themselves for examination by the medical practitioner of Council in any case where the employee, being physically capable of doing so, fails to comply with the provisions of Clause 26.4.
- 26.6 Where an employee has exhausted their rights under this Clause, the employee may elect to take sick leave with pay, equivalent to the accident pay that would otherwise be payable under the provisions of this Clause. If the employee elects to use the sick leave provisions of this Clause, the sick leave shall be debited against the employee's entitlements.

27. Refund of Sick Leave

27.7.1 Where an employee has been paid sick leave or accident pay, where their incapacity for work has resulted from an injury sustained under circumstances creating a legal liability for damages in some person other than the Council, and the employee recovers the damages in respect of the injury, the employee shall refund to Council the amount of sick leave and accident pay paid by Council.

27.7.2 This provision only applies if the damages recovered by the employee are reduced in accordance with the provisions of subsection (1) of Section 10 of the Law Reform (Miscellaneous Provisions) Act 1965 (NSW), as amended by the Administration of Justice Act 1968, the amount of sick leave to be refunded to the Council shall be reduced to the same extent as the damages recovered by the employee.

PART FIVE - SERVICE AND PAYMENTS ON TERMINATION

28. Payment to Dependants of Deceased Employee

28.1 Where the service of an employee is terminated by death and the employee has an entitlement to payment for annual and/or long service leave and/or untaken sick leave, then the amount to which the employee would have been entitled shall be paid by the Council to the estate of the deceased employee.

28.2 Where payment of the monetary value of an annual holiday and/or long service leave and/or untaken sick leave or any proportion thereof has been made, no action may be brought against Council for the payment of any amount of such annual holiday and/or such long service leave and/or such untaken sick leave.

29. CALCULATION OF SERVICE

29.1 In calculating service with the Council, the following periods shall be taken into account:

- (a) Leave with pay approved by Council
- (b) Periods of absence without pay approved by Council and not exceeding 1 ordinary working week
- (c) Periods of annual holidays, long service leave, sick leave with pay or incapacity for work covered by the Workers' Compensation Act 1987 as amended
- (d) Previous periods of service which were not terminated by resignation or dismissal
- (e) Any period of leave without pay for which an employee is indemnified by a third party for loss of salary for the period of leave without pay.

29.2 Leave without pay & Service Provisions

Periods of leave without pay approved by the Council as sick leave not exceeding the periods set out in this sub-clause, shall be counted as service for all purposes of this Award.

Where the service factor of the employee at the onset of incapacity is	The maximum periods of leave without pay to count as service shall be
Less than 1 year	4 weeks
1 year but less than 5 years	8 weeks
5 years or more	12 weeks

PART SIX - OTHER MATTERS

30. DISPUTE SETTLEMENT PROCEDURES

- 30.1 The parties to this Award are committed to resolving disputes and grievances through co-operative consultation with one another and joint problem solving.
- 30.2 To ensure that disputes and issues relating to the provisions of this Award do not go unresolved and affect workplace productivity and relationships, the parties commit themselves to the processes of the Council's dispute resolution process as detailed under this clause.
- 30.3 The dispute resolution process must be entered into by the parties to this Award with the intention of preventing or settling any grievance, complaint or dispute at the workplace without industrial action or stoppage of work, and with a view to ensuring that services to the public and ratepayers are maintained without interruption or being affected in any way.
- 30.4 Procedures to Resolve Workplace Grievances, Complaints or Disputes (The Dispute Resolution Process)

At all stages of the Dispute Resolution Process employees will continue to perform work for the Council as directed by the Council or its authorised representatives, without interruption or the imposition of any bans or limitations, and in accordance with the provisions of this Award and any relevant Council policies. The procedure to be followed is as follows:

Step 1: If there arises any grievance, complaint or dispute at the workplace, in the first instance the employee(s) concerned and/or any employee representative must meet to discuss the matter with the employee(s) immediate supervisor. The employee(s) supervisor will listen carefully to the employee(s) concerns and together the parties will try to resolve the dispute.

Step 2: If the supervisor and employee(s) (and/or their representatives) are unable to resolve the dispute or it is not appropriate that the supervisor deal with the dispute, the dispute must be referred to senior management. Senior management will listen to the employee(s) concerns and either resolve the dispute or refer the matter to more senior management.

Step 3: More senior management will listen to the employee(s) (and/or their representatives) and attempt to resolve the dispute. It is either resolved or referred to an independent body.

Step 4: If more senior management and the employee(s) are unable to resolve the dispute an independent conciliator or mediator will assist to resolve the dispute.

- 30.5 To assist the expeditious resolution of disputes, where matters of urgency are raised at an organised meeting of the Unions the Manager, Human Resources Operations will be informed by an official of the relevant Union(s) of the existence of the dispute. The Manager, Human Resources Operations, will then inform the Executive Members concerned and, if need be, the Chief Executive Officer. If the matter remains unresolved, the Manager, Human Resources Operations, will arrange a conference between the parties concerned or affected.
- 30.6 Nothing contained in the Dispute Resolution Process will preclude the Council or any of the Unions concerned from entering into direct negotiations on any matter. During such negotiations, except where they are concerned wholly or predominantly with a genuine safety issue, work will be performed as directed by the Council or its authorised representative(s).

31. Employee Representatives

- 31.1 Employees may nominate an employee representative of their choice, as defined below, to represent them in consultations with the Council and/or the Unions.
- 31.2 For the purposes of this Award, "employee representative" means an employee of the Council, covered by this Award, nominated by an affected employee(s) of the Council from time to time.
- 31.3 With written notification given to the Council, employee representatives will be allowed reasonable time from usual duties, with pay, to represent employees during consultations.
- 31.4 Employee representatives may also be granted leave of absence with pay to undertake training of up to 3 days on the following conditions:
- (i) The content of the training will enhance their role in carrying out representation functions under this Award; and
 - (ii) The Council's operating requirements permit the granting of the leave and are subject to the normal leave approval process.
- 31.5 While the Council provides While the Council provides employee representatives access to the Council's electronic mail system for the purposes of carrying out functions under this Award, Information Technology policies apply to all users of the Council's information technology facilities and acceptance of the policies and associated rules governing the use of IT facilities is a condition of use.
- 31.6 Employee representatives may, with the approval of the Council, hold meetings with the affected employees on the premises of the Council at times and locations agreed between the employee representative and the Council, provided that adequate notice is given to the Council of the intention to hold such meeting and the location thereof, and that such meetings are not held during working hours.

32. Skills Development and Workplace Training

- 32.1 The Council agrees to develop and implement individual development plans for all staff. Such plans will be developed through consultation and assessment of skills with regard to organisational requirements and individual career paths.
- 32.2 Individual development plans will be reviewed annually in line with the Performance Management & Development Program.
- 32.3 If an employee is required by Council to undertake compulsory training in accordance with the employee's individual's development plan, the employee will not suffer any reduction in ordinary pay as a result.

33.

This clause has been intentionally left blank.

PART SEVEN - SALARY SYSTEMS & RATES OF PAY

34. Principles

- 34.1 The salary systems provided for by this clause and the rates of pay prescribed for them incorporate and reflect all past work value considerations and all changes in work value considerations intended to result from the proper application, implementation and operation of this Award. Similarly, all past productivity and efficiency improvements are reflected in the classifications and salary rates prescribed in this Award.

34.2 The work done by employees bound by this Award is intended to involve broadbanding and multiskilling to the maximum practicable extent. Broadbanding and multiskilling are essential features of the Salary Systems and apply as follows:

34.2.1 Broadbanding

Broadbanding involves a process whereby related or like functions or tasks are grouped together in such a way that there is no impediment to those functions or tasks being performed as part of the duties of any job within one band. The process allows movement of people between tasks and functions and mixing and regrouping of tasks and functions within a broad-band. This process does not include those functions or tasks where the individual's ability to safely learn and I or perform the function or tasks, where an essential requirement for a formal qualification limits the process.

34.2.2 Multiskilling

Multiskilling involves the acquisition, addition and increasing the level of task-related skills and knowledge, which enables the individual to perform a wider range of tasks and functions. Skills acquired through multiskilling may be those that normally related to a higher or lower salary band than the employee's present work level and could also be appropriate to tasks outside the individual's present work area. Multiskilling assists individuals to increase their range of skills and maintains and improves efficient work performance.

34.2.3 A number of avenues have been identified that facilitate skill acquisition. These are available and will be developed and utilised as appropriate to various groups and work areas. The avenues include:

Formal training courses

Job rotations

Secondments and transfers

On-the-job-training

External courses

34.2.4 The Council already operates a coordinated training program aimed at increasing the skill and knowledge of its employees. This program has been further enhanced through improved record keeping; to recognise and record skill acquisition of employees.

35. Pay Increases

35.1 For the term of this Award, the following increases will apply to the rates of pay detailed in Appendix 1:

- (i) 2.75% to apply from 13 July 2013 for employees employed as at the date of the making of this Award (noting that 2.5% has already been paid);
- (ii) Subsequent movements in the rates of pay detailed in Appendix 1 will be consistent with the percentage increases in the rates of pay provided by the successor to the Local Government (State) Award 2010. These increases will apply on the first full pay period following:
 - (a) 1 July 2014;
 - (b) 1 July 2015; and
 - (c) 1 July 2016.

35.2 Council will apply a salary progression scheme that is linked to Council's Performance and Development Management Program as articulated in the "Performance and Development Management Policy" as amended from time to time. Council will consult with Employees via the Joint Consultative Committee, and with the Unions, regarding the impact of changes to the Performance Development and Management Policy on Employees. Council will publish the details of the salary progression scheme to Employees.

35.3 Increase to allowances

Allowances payable under the Award, excluding the job search allowance in clause 12.9 are to be increased annually in accordance with the applicable percentage increase for rates of pay specified in clause 35.1(ii).

36. Salary Sacrifice

36.1 The objective is to provide employees with a greater flexibility in the method of how they wish their annual salary to be paid. Salary sacrifice is the substitution of salary for non-salary benefits. This facility is provided on the basis that the total cost to the employer shall be no greater than the employee's current Award prescribed salary.

36.2 The application of salary sacrifice shall be in accordance with the provisions of Council's Salary Sacrifice Policy and arrangements will always be subject to Australian Taxation Office approval and cost neutrality to the City.

36.3 This provision is not compulsory on all employees. The employee may elect to utilise this provision.

36.4 To access this provision the employee must comply the following steps:

- (a) Organise the necessary financial arrangements themselves; and
- (b) Provide all the necessary information and authorisation to Council for processing.

36.5 The employee's total annual salary must be equal their prescribed Award annual salary.

36.6 The value of the benefits shall be agreed between the Council and the employee and shall include fringe benefits tax where applicable.

36.7 The benefits to be salary sacrificed and their value shall be in writing and signed by both Council and the employee.

36.8 In the event that changes in legislation, Income Tax Assessment Act determinations or rulings remove the Council's capacity to maintain the salary sacrifice arrangements offered to employees through this agreement, Council will be entitled to withdraw, or modify arrangements, from the salary sacrificing arrangements by giving notice to each affected employee.

SECTION 2 - WAGES DIVISION

37. Hours of Work

37.1 Exceptions to clause 6, existing at the time of making this award, which will continue to be available unless otherwise varied by agreement, are the ordinary weekly working hours of an employee of a grade, classification or level involving the work of:- a Driver of Lorry (Refuse Collection and/or Disposal, Labourer (Refuse Collection and/or Disposal), Labourer (Street Sweeping), Mechanical Plant Operator (Refuse Collection and/or Disposal), engaged on night cleansing work including collection and/or disposal of refuse, shall be 32 hours per week in not more than 11 shifts in 14 consecutive days; and

- 37.2 In such cases, the employee will be paid in addition to and averaged into the normal rate of pay, a shift penalty of 11.5% in respect of any shift worked Monday to Friday inclusive, except a shift worked on a public holiday.
- 37.3 Except in cases of emergency (to be determined by Council), the Council shall not alter the starting or ceasing time of an employee without first giving 7 days' notice to the Union.

38. Terms of Employment

38.1 Casual Loading

38.1.1 Wages Division casual employees will be paid a loading of 25% in addition to the rates of pay provided by this Award.

38.1.2 This casual loading will only be paid for ordinary hours worked Monday to Friday, and will not attract any penalty. Overtime will be paid for work outside the ordinary hours for the position.

38.2 Wet Weather Provisions

An employee will not lose salary owing to wet weather, provided that the employee shall:

- (a) Report for and continue working until such time as the supervisor orders work to cease; and
- (b) Stand by as directed by the supervisor; and
- (c) Recommence duty as directed.

38.3 Payment of Wages

All employees who are in Wages Division classifications will be paid on a weekly basis.

39. Overtime

39.1 Eligibility for overtime - Monday to Friday

Subject to clause 9.1 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Wages Division employees will be paid at time and one-half for the first 2 hours and double time thereafter.

Note: For Shift Workers refer to clause 9.8 for rates and other provisions.

39.2 Meal Allowance - Continuity of overtime

For positions covered by Wages Division classifications, overtime worked in several separate periods outside ordinary working hours shall be regarded as continuous.

39.3 Part-time Employees - Payment of Overtime

A part-time employee in a Wages classification position will only be paid overtime where they work more than their normal ordinary hours for that day.

40. Shiftwork & Penalty Payments

Ex-South Sydney Council Employees transferred to the City of Sydney as a result of boundary changes and or Amalgamations prior to 8 May 2003.

Any employee in a Wages Division classification position, who at the date of transfer from South Sydney City Council was, engaged on shift work, shall not be required to work more than 10 shifts in any 14 consecutive days without payment of overtime.

41. Meal and Crib Breaks - Ordinary Hours

Employees in Wages Division classification positions will have their morning tea at their work location.

42. Allowances

42.1 Higher Grade Duties Allowance - Wages Classification

42.1.1 An employee who is directed to perform for one or more of their ordinary daily working hours, works for which is fixed a higher wage than that applicable to their appointed grade, classification or level, shall be paid in respect of their performance of such work for the whole day at the higher wage.

42.1.2 The provisions of the Wages Division Higher Grade Duties Allowance shall apply when an employee is appointed to relieve in a Salary Band Classification position.

42.2 First Aid Allowance

42.2.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer to assist with on-site first aid when called upon.

42.2.2 Employees in Wages Divisions Classifications who possess the Certificate and are nominated as First Aid Officer will receive an allowance of \$1.86 per day .

42.3 Chauffeur-Official Cars Allowance

An employee appointed to a classification, grade or level of Chauffeur-Official Cars will be paid overtime between the hours of 8.00am and 6.00pm. Monday to Friday inclusive, except for public holidays. In substitution for any further payment they would otherwise be entitled to, an allowance of \$64.41 per week will be paid. This allowance has been calculated in proportion to ordinary hours worked and shall be deemed to be part of ordinary rates of pay for the classification grade or level for higher grade work, annual leave, long service leave and sick leave (see Part A of Appendix 3 for annualisation).

42.4 Multi-skilling Allowance

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, the provisions of the Trades Groups Multi-skilling and Cross skilling Higher Duties Allowance Guidelines agreement with trades employees and their Unions dated 18 March 1996. The broad extent of these multi-skilling arrangements is contained in the provisions of the agreement (refer to Section 5 - Appendix 4). In future, no further application of these multi-skilling provisions, to the extent already agreed, will occur.

42.5 Tools and Tool Allowance

42.5.1 Employees in the following groups of tradespersons will be paid tool allowances in accordance with Appendix 2.

(a) Building and Tradesperson required to provide own tools for:

French polishing or painting

Bricklaying or tiling

Plastering

Carpentry and/or wood machining work

- (b) Electrical Tradesperson
- (c) Mechanical Tradesperson (including former auto-electrician, fitter, mechanical Tradesperson (special class), motor mechanic, air-condition fitter and field service fitter.
- (d) Plumbing/Drainage Tradesperson
- (e) Vehicle Fabricator Tradesperson (including a vehicle body fabricator, panel beater and welder)

42.5.2 The Council will provide all necessary tools for employees, with the following exceptions;

- (a) Rather than providing all necessary tools, Council may pay the tool allowance prescribed above; and further
- (b) Where a Tradesperson is paid the tool allowance, Council will still provide the following tools for each trade as detailed in Clause 42.6.3.

42.6.3 Trade Tools to be provided by Council

Bricklayer: Scutch combs, hammers (excepting mash and brick hammers) rubber mallets and T squares

Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 24 inches long, augers of all sizes, star bits, and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers) glue pots and glue brushes, dowel plates, trammels, hand thumb screws and soldering irons.

Plumbers: Metal pots, mandrills, long dummies, stocks and dies for iron, copper and brass pipes cutters, tongs, vices, taps and drills, ratchets, files, cramps, caulking tools, hacksaws and blades, welding and brazing outfits including goggles where necessary and all shop tools.

Painters: All brushes and dusters

Electricians: All sizes of twist drills, masonry drills, special size wood bits, taps, tap holders, stocks and dies, hammers, other than a 2lb. Ball and claw hammer, all hacksaw blades, files, saws other than keyhole, electric drills, extension equipment spanners, scutch combs, scutch chisel and other expendable tools or equipment which may be required by the employee from time to time to carry out their duties in a satisfactory manner.

42.7 Loss of Tools

42.7.1 The Council will insure and keep insured against loss or damage by fire or theft whilst on the Council's premises the employee's tools as used by the employee in the course of employment;

42.7.2 The Council will provide a suitable and secure weatherproof lockup for the purposes of storing an employee's tools on the job.

42.7 Annualisation of Tool Allowances

By agreement of the majority of employees (50%+1) in a designated work group, entitlements to tool allowances may be annualised into rates of pay.

43. Annual Leave Loading

Employees in Wages Classification shall be paid a loading equivalent to 17.5% of 4 weeks ordinary wages for the 4 weeks of annual leave accruing. Employees in Wages Classification who have worked shift work for a

period of 12 months preceding the annual leave totalling 42 weeks shall be paid the penalty rate to which otherwise would have applied if greater than the annual leave loading payment.

SECTION 3 - SALARIED DIVISION

44. Terms of Employment

44.1 Part-time Employees

A part-time employee in a Salaried classification position will only be paid overtime where the employee works more than 3 hours in excess of their normal ordinary hours for that day, or the total hours, for the week exceeds 38 hours.

44.2 Casual Loading

44.2.1 Salaried Division casual employees will be paid a loading of 23.5% in addition to the rates of pay provided by this Award.

44.2.2 This casual loading will only be paid for ordinary hours worked Monday to Friday, and will not attract any penalty. Overtime will be paid for work outside the ordinary hours for the position.

44.3 Payment of Employees

All employees who are in the Salaried Division classifications will be paid on a fortnightly basis.

45. Hours of Work

45.1 Flexible Working Arrangements

45.1.1 The parties agree to increase flexibility in working arrangements to suit operational needs of employees in Salaried Division classifications.

45.1.2 Flexible working arrangements with respect to hours worked, rostered days off, flexi-time schemes and overtime may be made by agreement after consultation between the employee and their Level 3 Manager through their supervisor.

45.1.3 Access to flexible leave arrangements will recognise the hours they work, but at the same time identifying that Council's operational needs are paramount. Time off will be taken at times which suit operational needs as approved by each area's Executive member.

45.1.4 The recognition of accumulated time shall be by way of an agreed method between the employee and the Unit Manager or Executive member.

45.2 The 9-Day Fortnight

45.2.1 Working a 9 day period of week days of 8.06 hours continuously per day, except for meal breaks at the discretion of Council, or as otherwise agreed between the parties of not more than 72.5 hours in each calendar period of 14 days or 14 hours in each calendar period of 28 days. The time worked during the period to be deemed to be ordinary hours of duty for the employees concerned.

45.2.2 Notwithstanding anything else provided in this Award, the Chief Executive Officer and the Secretary of the Union concerned may enter into an agreement for employees below Salary Band 7 (not including Wages Classifications) for adoption of a 9 Day scheme. This salary rate will be adjusted in accordance with salary movements of this Award.

46. Overtime

46.1 Eligibility for Overtime

Overtime will only be paid to an employee whose annual salary does not exceed the maximum salary rate applicable to Salary Band 5. If an employee's annual salary is greater than the maximum salary rate applicable to Salary Band 5 then they are not eligible to be paid overtime. This salary rate will be adjusted in accordance with salary movements of this Award.

46.2 Eligibility for Overtime - Band 6 Employees

46.2.1 Where a Salary Band 6 employee is required to work additional hours on the weekend or on public holidays on a regular and systematic basis in order to meet service demands, the City will consider payment of these additional hours on a case by case basis.

46.2.2 If both the City and the relevant employee agree that it is impractical for the employee to be compensated through time off in lieu of overtime, the employee may make a written request to the Manager, Human Resources Operations, to be paid for the additional hours worked at overtime rates in accordance with the Award.

46.3 Overtime - Monday to Friday

Subject to clause 10.1.3 of the Common Conditions of Employment, all overtime must be directed by an authorised officer. Overtime for Salaried Division employees will be paid at the ordinary rate for the first 3 hours with the next 2 hours at time and one-half and double time thereafter.

Note: For Shift Workers refer to clause 9.8 for rates and other provisions.

47. Meal and Crib Breaks - Ordinary Hours

Employees in Salaried Division classification positions will take their morning and afternoon tea break at their work stations.

48. Salary Band System

48.1 Rates of Pay

48.1.2 The rates of salary per annum prescribed by this clause are inclusive of the basic wage for an adult, and shall be deemed to be the rates of pay attached to an employee's appointed rate.

48.1.3 The Salaried Division Salary Band System and rates of pay are detailed at Appendix 1 of this Award.

48.2 Job Evaluation

48.2.1 The job evaluation system is not applicable to employees specified as Wages Division Classifications.

48.2.2 Rates of pay as determined by job evaluation cannot be applied to existing contract bids for specified work.

48.2.3 A position's salary rate and salary band placement is determined by work assessments in accordance with Council's job evaluation policy and system, as varied from time to time.

48.2.4 The minimum salary rate attached to job evaluation scores of each salary band will reflect the work value of the position.

48.2.5 All positions will be reviewed upon job redesign, and regularly as positions become vacant in accordance With Council's job evaluation policy and system as varied from time to time.

48.3 Salary Band System Principles

The Salary Band System provides for 10 salary bands to encompass all employees. The salary entry levels for the salary bands are sufficient to:

- (a) Differentiate between the successive management levels;
- (b) Acknowledge that job content at various levels will vary;
- (c) Properly cater for promotions; and
- (d) Allow for the enhancement and development of skills, increasing managerial or other responsibilities and personal development

48.3.2 The Salary Band System facilitates career development and supports career opportunities for individuals as well as the Council's reorganisation activities and enables the development of an effective Human Resource Strategy.

48.3.3 The implementation of Council's Performance Management Policy will further improve the multiskilling of employees by ensuring that employees are provided with skills development and opportunities and are recognised for the skills acquired.

48.3.4 The principles related to the Salary Band System will provide increased flexibility for the Council to manage change in the work place, achieve corporate goals, and to foster the development of skills by:

- (a) Mixing and matching of jobs;
- (b) Training and management development;
- (c) Provision of adequate study leave for approved courses;
- (d) Job rotation by agreement between the employee and the Council;
- (e) Vertical and horizontal job re-design which will lead to substantial benefit to employees with more interesting work being performed;
- (f) Career development based on merit and performance review; promotion based on merit, subject to vacancy and by means of competitive selection process;
- (g) Open and shared objective assessment of performance;
- (h) Ongoing elimination of restrictive work and management practices.
- (i) The adoption of the Salary Band System provides a flexible framework for the classification of positions and the provision of remuneration based on merit.

49. Allowances

49.1 Higher Grade Duties Allowance - Salaried Division Classifications

49.1.1 Where an employee in the same salary band is directed to take on additional duties to provide short term relief (less than 3 months) then an allowance may be paid for the time the additional duties are performed.

49.1.2 Periods of acting of less than 5 consecutive working days will not be taken into account, and any public holidays will be deemed to be working days for the purposes of this clause.

49.1.3 An employee may be paid a proportion of the higher duties allowance equivalent to the proportion of functions performed in the higher salary band position.

49.2 Allowances paid for acting on, and holding a range of trade licences

Salary rates provided for in this Award are calculated to include as a permanent component of salary, and absorbed into rates of pay, those allowances contained in Clause C.1 of Part C of Appendix 3 to this Award, as previously provided for in industrial agreements, and Clause 28 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

49.3 Building Surveyor and Health Surveyor

Salary rates for the classifications of Building Surveyor and Health Surveyor include as a permanent component of salary, and absorbed into rates of pay, an allowance of \$8-51 per week detailed in Clause C.2 of Part C of Appendix 3 of this Award, as previously provided for in clause 10(3a) and 10(3b) of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

49.4 Supervisory Rates

An employee appointed to a supervisory position will have included in their salary and as rolled up rate the amounts previously prescribed in Table 2, Part B, Schedule B of the Sydney City Council (Wages Division-Wages and Conditions) Interim Award, and detailed in Clause C.3 of Part C of Appendix 3 of this Award, which will for all purposes be absorbed into rates of pay for that position. This provision only applies to Leading Hands and Sub-Forepersons of Non-Tradespersons.

49.5 First Aid Allowance

49.5.1 An employee, who holds the First Aid Certificate of the St. Johns Ambulance Association or a Certificate of equivalent status, may be nominated by management as the work areas First Aid Officer to assist with on-site first aid when called upon.

49.5.2 Employees in Salary Bands 1 to 6 who possess the Certificate and are nominated as a First Aid Officer will receive an allowance of \$1.87 per day, other than those employees who the City requires to hold the Certificate for their position.

49.5.3 Employees in Salary Bands 7 and above who possess the Certificate and are nominated as a First Aid Officer will not be eligible to receive the first aid allowance.

SECTION 4 - APPENDICES

Appendix 1 - Rates of Pay

Appendix 2 - Annual Tool Allowances

Appendix 3 - General Allowances and Conditions Money that me be Annualised

Appendix 4 - Multi-skilling and Cross-skilling Agreement 1996

Appendix 5 - Table of 9 Day Fortnight and 19 Day Month Pay Systems

APPENDIX 1 - RATES OF PAY

SALARY DIVISION

Salary Band	Salary Range	Salary Range + 2.75% on 13/07/2013
Band 1	\$31, 646 - \$50,314	\$32, 516 - \$51,698
Band 2	\$51,837 - \$57,910	\$53,263- \$ 59,503
Band 3	\$59,044-\$66,876	\$60,667- \$68,715
Band 4	\$68,261 - \$77,445	\$70,138 - \$79,575
Band 5	\$78,300 - \$87,872	\$80,453 - \$90,288
Band 6	\$89,912-\$102,184	\$92,385 - \$104,994
Band 7	\$103,854-\$116,379	\$106,710 - \$119,579
Band 8	\$118,644- \$135,545	\$121,907 - \$139,272

Band 9	\$137,902 - \$154, 829	\$141,694 - \$159,087
Band 10	\$157,807 - \$178, 182	\$162, 147 - \$183,082

WAGES DIVISION

Wages Classification	Rate	Wages + 2.75% on 13/07/2013
Grade 1	\$41,585	\$42,729
Grade 2	\$42,622	\$43,794
Grade 3	\$43,695	\$44,897
Grade 4	\$44,223	\$45,439
Grade 5	\$45,335	\$46,582
Grade 5A	\$45,746	\$47,004
Grade 6	\$46,920	\$48,210
Grade 7	\$47,475	\$48,781
Grade 8	\$48,657	\$49,995
Grade 9	\$49,496	\$50,857
Grade 10	\$50,434	\$51,821
Grade 11	\$51,325	\$52,736
Grade 12	\$52,662	\$54,110
Grade 13	\$54,448	\$55,945
Grade 14	\$55,445	\$56,970
Grade 15	\$55,855	\$57,391
Grade 15A	\$56,342	\$57,891
Grade 16	\$56,841	\$58,404
Grade 16A	\$57,445	\$59,025
Grade 17	\$58,199	\$59,799
Grade 17 A	\$61,971	\$63,675
Grade 18	\$59,251	\$60,880
Council Worker 1	\$40,531	\$41,646
Council Worker 2	\$42,562	\$43,732
Council Worker 3	\$45,746	\$47,004
Council Worker 4	\$47,328	\$48,630
Council Worker 5	\$48,371	\$49,701
CSO 1	\$47,428	\$48,732
CSO 2	\$50,112	\$51,490
CSO 2 A	\$50,669	\$52,062
CSO 3	\$51,840	\$53,266
CSO 4	\$52,681	\$54,130
Apprentices 38 hours per week		
Year 1	\$28,200	\$28,976
Year 2	\$32,446	\$33,338
Year 3	\$37,035	\$38,053
Year 4	\$41,713	\$42,860

APPENDIX 2 - ANNUAL TOOL ALLOWANCES

Classification	Annual Rate	Annual Rate - 13/07/2013 - 2.75%
Bricklayer	\$1070	\$1099
Carpenter and Plumber	\$1,440	\$1480
Metal and Mechanical Trades	\$1,440	\$1480
Painter and Sign writer	\$435	\$447
Plasterer	\$1,223	\$1257
Electrician	\$962	\$988
Stonemason	\$1,440	\$1480

APPENDIX 3 - GENERAL ALLOWANCES AND CONDITIONS**PART A - Wages Classification Allowances that may be annualised (refer to Clause 18)**

The conditions, money and allowances prescribed in this Part (excluding A.9 - Chauffeur-Official Cars) shall not, except as otherwise expressly provided:

be regarded for the purposes of this award, as part of the ordinary rate of wages attaching to an employee's appointed, classification or level;

be cumulative, where more than one of such conditions exists at the same time provided that in these circumstances the highest rate shall be paid.

A.1 Abnormal conditions allowances

The provisions of this subclause shall not apply to any employee who is employed in a grade, classification or level in the Cleansing and Waste unit, City Infrastructure and Traffic Operations unit and Fleet Services (formerly known as the "Cleansing Group", "Building Trades Group", "Electrical Trades Group" and "Metal Trades Group").

An employee required to work:

- (i) in a confined space, the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation;
- (ii) without protective clothing provided by Council in a wet place where water is continually dripping on the employee so that clothing and boots become wet and where there is water underfoot;
- (iii) in a place where the temperature is artificially raised to 46C or above
- (iv) in a place where temperature is artificially reduced to 0C or below
- (v) on a ladder at a height of more than 6 metres above the nearest horizontal plane
- (vi) in tunnels, underground shafts or drives
- (vii) using a noxious spray
- (viii) under dirty dusty or otherwise abnormal conditions not usually encountered by the employee in the normal exercise of his/her trade, craft or calling

shall be paid an additional \$0.41 per hour whilst so engaged.

A.2 In Charge of Plant During Meal Break

An employee, other than a shiftworker in a continuous process, in charge of plant during a meal break, shall be paid on each occasion \$2.14 per hour

A.3 Explosive Tools

An employee using a Ramset Gun or similar explosive tool, shall be paid an additional amount of \$1.02 per hour

A.4 Removal of Dead Animals

An employee required to handle a dead animal for the purpose of removal, shall be paid for every such animal so removed an additional amount of \$1.33 with a maximum amount on any one day of \$5.38.

A.5 Driving Lorry with Trailer Attached

An employee engaged in driving a lorry with a trailer attached shall be paid an allowance of \$5.77 per day whilst so engaged.

A.6 Asbestos Allowance

Employees required to use materials containing asbestos, or to work in close proximity to employees using such materials, shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (ie. combination overalls and breathing equipment or similar apparatus) such employee shall be paid \$0.61 per hour extra whilst so engaged.

A.7 Transporting piano

An employee engaged in operating a "Crown" fork lift whilst transporting a piano shall be paid \$3.95 per day

A.8 Additional Allowances for Tradespersons & Other Employees

The provisions of this subclause apply to tradespersons in grades, classifications or levels in the City Infrastructure and Traffic Operations Unit and Fleet Services (formerly known as the Building Electrical and Metal Trades Groups).

- (i) A tradesperson working at a tip or incinerator, on a refuse collection vehicle, in the hopper, on a conveyor of a street sweeping machine, in water tank of a flusher, inside compaction unit, shall be paid \$6.74 per day, or part thereof, whilst so engaged.
- (ii) A tradesperson or other employee engaged on a chokage and required to open up any soil pipe, waste pipe or drain pipe conveying offensive matter, shall be paid \$5.19 per day, or part thereof, whilst so engaged.
- (iii) A painter required to use power, electrical or pneumatic operated tools in the preparation of any surface, shall be paid \$0.45 per hour for all work customary in the trade, whilst so engaged.
- (iv) A painter engaged in the removal of rust from, or repainting or other like work within the hopper or street sweeper, or the water tank of a flusher shall be paid whilst so engaged \$0.42 per hour or part thereof with a minimum payment of \$2.11 per day for any such work on any day in excess of 1 hour.

A.9 Chauffeur-Official Cars - allowance in lieu of overtime @ \$64.57 per week**PART B - Allowances Pertaining to Duties that are not Being Performed by Employees as at the Date of this Award****B.1 As per Clause 9 of the Council of the City of Sydney (Wages Division - Wages and Conditions) Award 1990.****9.1(b) Abnormal conditions allowances - all @ 41 cents / hour each**

attending fires in hot water boilers, or burning refuse in incinerators in residential properties owned by Council

working on a swinging stage or bosun's chair

cleaning the external side of windows over 3 meters above nearest horizontal plane

9.5 Collection of moneys @ 43 cents

9.11 Slagwool etc @ 53 cents

B.2 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990.

10.2 Taking of verbatim notes in shorthand @ \$9.32 for first half hour and \$4.82 for each succeeding half hour

PART C - Allowances that have been annualised into rates of pay (refer to clauses 49.2, 49.3 and 49.4)

C.1 As per Clause 28.1(a), (b), 2 (i-vii), 5, 6 and 7 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

28.2 Payment of allowances to supervising tradespersons who hold and act on licences:

Plumbers', Gasfitters' and/or Drainers' licences; or

Drainers Licence

both Plumbers and Gasfitters or Drainers

both Gasfitters and Drainers

both Plumbers, Gasfitters and Drainers

payment of allowance for the holding of the Certificate of Registration issued by the Building Services Corporation

payment of allowance where required to be registered under the Motor

Vehicle Repair Act

payment of allowance for holder of "A" Grade Electrician's Licence issued under the Electricity Development Act 1945

C.2 As per Clause 10 of the Council of the City of Sydney (Salaried Division - Salaries and Conditions) Award 1990:

10.3a Building Surveyor having completed the Associate Diploma Health and Building or Post Certificate Course of Health Surveyors from TAFE

10.3b Health Surveyor having completed a Post Certificate Course for Building Surveyors by TAFE

C.3 Supervisory rates

As per Table 2, Part B, Schedule B of the Sydney City Council (Wages Division - Wages and Conditions) Interim Award

Clause	Brief Description
16.1.4	Supervisory Classification - Leading Hand Sub-Foreperson: Town Hall Attendants Sub-Foreperson

APPENDIX 4 - TRADES GROUP MULTI-SKILLING & CROSS SKILLING AGREEMENT 1996**Higher Duties Allowance Guidelines****Objectives**

This Guideline shall provide the basis for maintaining, enhancing and rewarding the flexibility in work arrangements throughout the City Of Sydney Council, adopted by tradespeople and the range of skills and duties they exercise.

1. The Parties

The Council of the City of Sydney

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union

(NSW Branch; Metal and Engineering Division)

New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

Electrical Trades Union of Australia (NSW Branch)

Communications, Electrical, Electronics, Energy, Information, Postal, Plumbers and Allied Services Union of Australia (NSW Branch: Plumbing Division)

2. Intention

This guideline shall only apply to Council employees that are employed in trades classification within the City of Sydney Council.

3. Duress

This guideline was freely entered into, without duress, by all parties and all the parties support and endorse the provisions contained herein.

4. Award

Award shall mean the City of Sydney Council (Wages Division - Wages and Conditions) Award which provides wages and conditions for the Trades employee of the Council. Apart from the clauses specified in this guideline all other clauses of the Award shall apply.

5. Provisions of the Agreement

The Trades Groups Multi-skilling and Cross-skilling Higher Grade Duty Allowance Agreement shall operate to provide the flat gross allowance as detailed below. Conditions of employment not specified in this Guideline shall be established by the Award.

6. Multi-skilling and Cross-skilling Objectives

The parties to this Guideline shall ensure that the level of multi-skilling and cross-skilling currently occurring within trades groups are supported and maintained. This Guideline shall also ensure that the level of multi-skilling and cross-skilling is continually extended so that total flexibility is achieved within the City of Sydney Council. Specifically the parties agree to work towards the following objectives;

The establishment of the broad range of skills and duties currently performed by tradespeople as the requirement for a skilled tradesperson within the City of Sydney Council.

The continuous expansion of the range of skills and duties tradespeople currently perform by encouraging them to actively seek opportunities to undertake training (on the job and off the job) which supports new areas of work and which further develops their skills. This training will be facilitated in accordance with the City of Sydney Council's policy on Training and Study Assistance Scheme.

The establishment of work relationships where the range of skills and duties performed by tradespeople are only limited by appropriate restrictions which flow from the requirement to hold special licences.

Advancing the flexibility in the relationships between the trades by encouraging the exercise of cross trade skills where such work is of an incidental nature to the duties performed by the tradesperson.

The provision of this allowance will not restrict any employee from seeking a reclassification in accordance to provisions and requirements stated within the terms and conditions of the City of Sydney Council (Wages Division - Wages Conditions) Award.

7. Multi-skilling and Cross-Skilling Conditions

A commitment to complete the questionnaire in accordance to guidelines.

The payment of this allowance will only be provided to an employee who has clearly demonstrated that they are carrying out multi-skilling and cross-skilling duties on a regular basis.

The removal of any work related bans currently undertaken by Trades employees within the City of Sydney Council and specifically bans in relation to Joint Development Agreement and the Customer Service Program.

Any withdrawal of or any refusal to undertake multi-skilling or cross-skilling duties by any trades person will result in the payment of the "Multi & Cross Skill Higher Grade Duty Allowance" being withdrawn. Payment of the Allowance will only be recommenced from the date when the employee actually recommences the performance of all required multi-skilling and cross-skill duties.

For a new tradesperson to become eligible for the payment of the "Multi & cross Skill Allowance" the trades person must complete a maximum eligibility period of 12 months with, the City of Sydney Council. During this time the employee must be willing to undertake the necessary training to be able to carry out all required multi- skilling and cross-skilling duties.

Also the Tradesperson must be able to demonstrate that they are carrying out required multi-skilling and cross-skilling duties to a competent level.

8. Salary Increase

As recognition for the level of multi-skilling and cross-skilling currently undertaken and for agreement to establish the objectives as detailed in clause 7. Multi-skilling and Cross-skilling Objectives the nominated trades employees will receive a gross payment of \$25.00 per week effective from Monday 18 March 1996. This allowance will be called the "Multi & Cross Skill Higher Grade Duty Allowance" and will be paid in accordance of clause 8. Multi-skilling and Cross-skilling Conditions.

Note

All trades employees who are currently employed by the City of Sydney Council prior to the 18 March 1996 regardless of the length of their service will be eligible for this allowance; and

This allowance will not be paid when an employee is absent from on workers' compensation or on unpaid leave. This allowance will not be in addition to increases in rates, which flow from the implementation of the Joint Development Agreement 1996.

9. Dispute Settlement Procedure

The provision of clause 30, Dispute Settlement Procedures of this Award, apply.

APPENDIX 5 - TABLE OF 9 DAY FORTNIGHT AND 19 DAY MONTH PAY SYSTEMS

(a) 9 Day Fortnight Pay System

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	8.06 hours	8.06 hours	8.06 hours	8.06 hours	8.06 hours	40.3hours
Two	8.06 hours	8.06 hours	8.06 hours	8.06 hours	Day off	32.3 hours

Total hours worked per fortnight = 72.5 hours, which is an average of 36.25 hours per week.

(b) 19 Day Month Pay System (38 hour week)

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	8 hours	8 hours	8 hours	8 hours	8 hours	40 hours
Two	8 hours	8 hours	8 hours	8 hours	8 hours	40 hours
Three	8 hours	8 hours	8 hours	8 hours	8 hours	40 hours
Four	8 hours	8 hours	8 hours	8 hours	Day Off	32 hours

Total hours worked per 4 week period = 152 hours, which is an average of 38 hours per week.

(c) 19 Day Month Pay System (36.25 hour week)

Week	Monday	Tuesday	Wednesday	Thursday	Friday	Hours Per Week
One	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hours
Two	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hours
Three	7.63 hours	7.63 hours	7.63 hours	7.63 hours	7.63 hours	38.15 hours
Four	7.63 hours	7.63 hours	7.63 hours	7.63 hours	Day Off	30.52 hours

Total hours worked per 4 week period = 145 hours, which is an average of 36.25 hours per week

APPENDIX 6 - WORKPLACE CHANGE, REDUNDANCY AND REDEPLOYMENT- EMPLOYEES COMMENCING BEFORE 5 NOVEMBER 2009

13.1 Identification and Management of surplus positions

13.1.2 A position is surplus to the requirements when the City decides that:

- (i) It no longer requires the position to be performed by the relevant employee or by anyone; and
- (ii) This is not due to the ordinary customary turnover of labour.

13.1 A position may become surplus to requirement where:

- (i) The City has ceased or significantly diminished providing an activity/function; or
- (ii) The number of staff employed by the City exceeds that required for the efficient and economic operation of the City's services; or
- (iii) A review or restructure results in an area of the City's organisation being abolished or identifies a need for a different workforce skills profile in that area; or
- (iv) Employees cannot be used effectively in their substantive positions because of technological or other change in work methods, or changes in the nature, extent or organisation of the functions of the City.

13.1.4 Where an employee occupies a position that the City decides is surplus to requirements, the employee and the relevant union will be advised of this in writing by the Chief Executive Officer.

13.1.5 After receiving written notification in accordance with Sub-Clause 13.1.4 the employee whose position is surplus to requirements will receive four weeks formal notice during which the employee may elect to either;

- (i) Apply for voluntary redundancy; or
- (ii) Participate in the City's redeployment and retaining program.

13.1.6 Decisions to approve or reject an application for voluntary redundancy will be made by the Chief Executive Officer having regard to the City's operational requirements and the potential for the employee to be redeployed.

13.1.7 If an employee elects not to accept voluntary redundancy, the City will commence an assessment of the employee's skills, abilities, knowledge and training needs against any employment opportunities which are or may be available before the expiration of the employee's notice period.

13.1.8 This award does not prevent either party from agreeing to some other arrangement in respect of redeployment and/or redundancy where special circumstances arise. For example, where an opportunity for redeployment will arise after the expiration of the employee's notice period, the employee may agree, in writing, to take a period of paid or unpaid leave pending redeployment to that position or where training is required, the City may appoint the employee in an acting capacity.

13.1.9 Once the City decides that a position is surplus to requirements, the options available to the employee occupying that position will be explored as soon as practicable in accordance with the processes of this Award.

13.2 Voluntary Redundancy

13.2.1 Regardless of the employee's age or entitlement to any superannuation retirement benefit, an employee whose position is to be made redundant will be given the opportunity to apply for a voluntary redundancy.

13.2.2 Notwithstanding sub-clause 13.2.1, there is no right to voluntary redundancy. The City reserves the right to reject applications for voluntary redundancy, having regard to its overall staffing requirements and the need to retain appropriate skills and expertise within its organisation.

13.2.3 Voluntary redundancy may be offered to an employee whose position will become surplus to requirements because:

- (i) A facility will be closed and/or services or functions are being transferred to an external contractor or discontinued; or
- (ii) Substantial restructuring has or will be occurring with the City; or
- (iii) The skills and knowledge specific to a particular group of employees is no longer in demand.

13.2.4 Where an employee is requested to express interest in voluntary redundancy, the Executive Member will be required to certify that the position held by the employee who is being offered voluntary redundancy is surplus to requirements.

13.3 Ranking of employees

13.3.1 Where there are multiple employees performing a position which the City decides is surplus to requirements, in order to decide which employee's will have their position made redundant, the City, in consultation with relevant unions, rank employees on the basis of merit through:

- (i) Comparisons of the position descriptions, position selection criteria, experience, skills profile or equivalent, and the conduct and performance (where appropriate) of affected employees; or
- (ii) Reference to performance, where an employee's conduct and performance has been assessed in accordance with the City's Performance Management Policy over a period of at least 12 months preceding the date the City decides the employee's position is surplus to requirements.

13.3.2 An employee who occupies a position that may be made redundant as surplus to requirements will be given the opportunity to respond to the application of the selection criteria identified in sub-clause 13.3.1.

13.3.3 Employees whose skills/experience least match the requirements of the existing available positions or who, on a comparative basis, have a lesser level of performance, will be targeted for voluntary redundancy.

13.4 Forced Redundancy

13.4.1 Forced redundancy will only arise where an employees does not apply for voluntary redundancy and refuses to participate in the City's redeployment program.

13.4.2 Refusal to participate in the City's redeployment program may be established by the employee:

- (i) Declining a meaningful and appropriate offer of redeployment. A meaningful and appropriate offer of redeployment is one that involves redeployment to an available position which:
 - (a) The employee would be capable of performing after receiving a maximum of eight weeks training;
 - (b) Is no lower than two (2) salary band levels below the employee's substantive position (applies to Salary division only).
- (ii) Refusing to actively participate in a training, development or redeployment program. This includes:
 - (a) Refusing short-term work placements or special assignments;
 - (b) Refusing directions under a work plan;
 - (c) Failing to actively participate in training.
- (iii) Failing to meet the City's standards of conduct as prescribed in the Code of Conduct.
- (iv) Failing to meet the performance standards for a position/project in which the employee is placed during a redeployment and/or training program.

13.4.3 The entitlements associated with forced redundancy differ from those associated with voluntary redundancy.

13.5 Transfer of Business Redundancy

13.5.1 A transfer of business redundancy occurs where an employee elects to transfer their employment to an external contractor of the City.

13.5.2 Where an external contractor is successful in a tender and a tender provides for the transfer of City employees to the contractor, an employee whose position the City decides is surplus to requirements will have the following options:

- (i) Apply for a voluntary redundancy; or
- (ii) Remain with the City and participate in the redeployment and training program; or
- (iii) Transfer employment to work under the contractor, where appropriate.

13.5.3 If an employee wishes to return to the City's employ, the employee must pay back their termination payment (excluding annual leave) in full upon recommencement. This will enable the employee and the city to meet taxation obligations with regard to concessional tax provisions and to retain the employee's continuity of service with the City.

13.5.4 The employee's entitlements upon transfer of business redundancy will be equivalent to that listed in the New South Wales Protection Act 1982 (or amendments).

13.6 Redeployment

13.6.1 Where an employee who occupies a position that the City decides is surplus to requirements does not elect to become voluntarily redundant the employee will be offered the opportunity to be redeployed.

13.6.2 Employees who wish to be redeployed are required to cooperatively participate in the City's redeployment program. The City's primary objective in the redeployment process is to appoint employees to a permanent position, consistent with the person's skills, knowledge and ability, as soon as is practicably possible.

13.6.3 Where redeployment is an employee's preference, the City will assess an employee's suitability for participation in the redeployment program and will assign the employee tasks, responsibilities and training opportunities in accordance with the City's redeployment and redundancy procedures as contained in this Award.

13.6.4 To assist the City to successfully redeploy employees, employees who are interested in redeployment must:

- (i) Actively pursue development opportunities;
- (ii) Seek out alternative placements;
- (iii) Compete on merit for advertised positions of a higher level for which they may be suitable;
- (iv) Accept any reasonable offer of appropriate alternative work.

13.6.5 While the City will take reasonable steps to secure a permanent position for employees whose position is to be made redundant, it may also be necessary for those employees to:

- (i) Accept a corporate and operational project assignment or temporary position; and/or
- (ii) Participate in a skills development or training program; and/or
- (iii) Accept a position at a lower level to the position the employee previously held.

13.7 Corporate and Operational Project Assignments

13.7.1 Corporate and operational projects are fixed term job assignments (of up to 12 months) on specified work. A project must have the approval of the Executive Member to be suitable for assignment.

13.8 Ranking of employees

13.8.1 Where there are a number of employees whose positions the City decides are surplus to requirements, the same principles in respect of ranking of employees for redeployment opportunities will apply as set out in Sub-Clause 13.3.1-13.3.3.

13.9 Salary Maintenance

13.9.1 Where an employee elects to participate in the City's redeployment program, the employee will retain the salary rate attached to their substantive position (ie the position held immediately prior to being placed in the redeployment program) until the employee is permanently appointed to another position.

13.9.2 Maintenance of a higher duties allowance for redeployees will be paid where, at the date of redeployment, the redeployee has been employed continuously on higher duties in excess of twelve (12) months. In this case higher duties payment will continue as salary maintenance.

13.9.3 An employee's salary rate in their substantive position will include payment of the following allowances:

- (i) Shift allowances;
- (ii) Supervisory allowances;
- (iii) Tool allowances; and
- (iv) Multiskilling allowances.

13.9.4 The allowances in Sub-Clause 13.9.3 will only be included in the employee's salary rate where the allowance was paid for a continuous period of at least twelve (12) months immediately preceding the date on which the employee's position was identified as surplus to the requirements.

13.9.5 An employee who is redeployed to a position which has a lower salary rate to the salary rate of the employee's substantive position will continue to receive salary maintenance at the salary rate of their substantive position until the employee is permanently appointed to another position of equal job evaluation (i.e salary band level).

13.10 Refusal to participate in Redeployment Program

13.10.1 An employee who refused to participate in the City's redeployment program will be counselled in accordance with the City's policies.

13.10.2 An employee whose position the City decides is surplus to requirements who does not apply for a voluntary redundancy and who refuses to participate in the redeployment program will only receive salary maintenance for a period of six (6) months. This salary maintenance period will apply from the date the employee is notified that their position is surplus to requirements.

13.10.3 An employee who refuses redeployment who has been receiving salary maintenance in excess of six (6) months will be made redundant in accordance with the forced redundancy provisions of this Award.

13.10.4 An employee who refuses redeployment who has been receiving salary maintenance will be subject to formal performance based advancement through the salary range of their

previously held position. Future pay adjustments will also apply to the salary rate of the employee's previously held position.

13.11 Preferential Job Placement

13.11.1 Where the City identified a vacant position within its organisation, the City will prefer redeployment of employees to the available position to the external vetting of candidates. The City's preference in this regards is subject to:

- (i) Suitable employee(s) being available for redeployment. Suitability will be assessed with regard had to the minimum skill level of the employee(s) and the requirements of the vacant position as well as the overall ability of the employee(s) to adequately perform the duties of the position after having received appropriate training and within a reasonable time-frame after redeployment; and
- (ii) The salary rate of the vacant position being no greater than the employee's salary rate in their substantive position.

13.11.2 The suitability of an employee for redeployment to a vacant position will be determined with reference to the employee's:

- (i) Qualifications, experience and skills; and
- (ii) Salary level; and
- (iii) Personal circumstances; and
- (iv) Willingness to participate in training, if required.

13.11.3 When an employee whose position is surplus to requirements is advised of a suitable position (either temporary or permanent) for redeployment, the employee will also be provided with information relevant to the position, including job description, selection criteria, an organisation chart and particulars of required training. A reasonable opportunity will be afforded to the employee to obtain all relevant information pertaining to the position.

13.11.4 If two or more employees are assessed as suitable for redeployment to a position, the employee offered the appointment to the position will be determined in accordance with the City's merit based selection procedures and practices.

13.11.5 An employee who is not selected for redeployment to an available position will be provided with a written statement from the Executive Member detailing why the employee was not redeployed to the position.

13.11.6 A decision by the City whether or not to appoint an employee to an available position is not subject to appeal.

13.12 Training

Where an employee is not able to be placed immediately into an available position, the City may offer appropriate training. While the City recognises its role in providing training to an employee whose position is identified as surplus to requirements, employees have no rights of access to formal training at the City's expense. Whether or not training will be offered to an employee will be decided by the City after considering.

- (i) The cost of training against the benefit to the quality of the City's services;
- (ii) The likelihood of placement after training is completed;

- (ii) The need to fill the available position in a timely manner;
 - (iv) The degree of training required to equip the employee to adequately perform the duties of the available position;
 - (v) The employee's prior work performance; and
 - (vi) The employee's satisfactory completion of previous training programs.
- 13.12.1 Where the city takes the view that training is appropriate and the employee who is offered redeployment is willing to undertake the training, the City, in consultation with the employee, will develop an appropriate training program.
- 13.12.2 Any training program that the City requires an employee to carry out will be at the expense of the City and, where possible, will be undertaken outside the employee's normal working hours, the employee will be granted time off in lieu for the prescribed course hours.
- 13.12.3 At any time during the training period, where appropriate, the employee will be entitled to preferential appointment to an available position which does not require training.
- 13.12.4 An employee who requires training to perform the duties of an available position may occupy the position in an acting capacity while the training is carried out.
- 13.12.5 Where training has been deemed necessary for redeployment of an employee, the employee must satisfactorily complete all training requirements before permanent appointment to the available position. In the event that the employee does not satisfactorily complete all training requirements, the City may revoke the offer to redeploy the employee to the available position.
- 13.13 Contract Employees
- 13.13.1 For the purpose of this award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- 13.13.2 Consistent with this Award, "contract employees" means employees who are employed under the terms and conditions of the City's Contract Employment Policy and whose salary is linked to the City's awards.
- 13.13.3 If, in the event of workplace change initiatives (restructuring, competitive tendering etc), the employee's services can be utilised in a similar role or capacity where there is no loss in the employee's salary, the duties and responsibilities of an employee who is employed under the terms and conditions of a written fixed-term contract may be varied. Any variation will be by agreement, in writing, between the City and the employee concerned. An agreement to vary the duties and responsibilities of a contract employee may not be unreasonable withheld by either party.
- 13.13.4 The termination provisions of the Contract of Employment will prevail if the employee's services cannot be utilised in a similar role or capacity without loss of salary by the employee.
- 13.14 Voluntary Redundancy resulting from redeployment action
- 13.14.1 Employees who occupy positions that have been identified as surplus to requirements will be offered voluntary redundancy in the first instance.

13.14.2 Employees who, in lieu of voluntary redundancy, elect to participate in the City's redeployment program will remain eligible to apply for voluntary redundancy at any time while placed in the program.

13.14.3 Once an employee has been permanently appointed to an appropriate position, they will no longer be eligible to participate in the redeployment program or apply for voluntary redundancy.

13.15 Transfer of Redundancy Application (mix and match arrangements)

13.15.1 Where an employee, other than an employee occupying a position that has been identified as being surplus to requirements, wishes to apply for voluntary redundancy, the City may accept the voluntary redundancy application and allow redeployment of the employee originally identified for voluntary redundancy.

13.16 Employee Assistance and Counselling

13.16 Employees who accept voluntary redundancy or elect to participate in the City's redeployment and retraining program will be entitled to assistance and information which may include:

- (i) Stress management counselling;
- (ii) Vocational counselling which may include career transition, training opportunities and occupational information;
- (iii) Information on programs to upgrade skills or acquire new skills;
- (iv) Financial counselling on matters associated with taxation, superannuation and financial management;
- (v) Assistance with job search, resume preparation and interview skills.

13.17 Consultation

13.17.1 This award recognises the rights of unions to represent the interests of employees through consultation and or negotiation with the City where the City is in the process of implementing workplace change.

13.17.2 Where the city decides that a position(s) is surplus to requirements the following consultative arrangements will apply:

- (i) The City will advise the relevant union and employees that the employees positions have been identified as surplus to requirements;
- (ii) The City will provide the union with all relevant information pertaining to the employees concerned, including classifications and work locations;
- (iii) Discussions between the City and Union will cover the reasons for the surplus staffing situation and the measures, if any, which could be taken to reduce the incident of employees becoming surplus to requirements;
- (iv) After consulting with the relevant union and affected employees, the employees whose positions are deemed surplus to requirements will be given written notification of the redundancy of their positions and will be given further information in respect of the redeployment and training options available to them.

13.18 Redundancy Entitlements

- 13.18.1 The Basis for calculating a redundancy entitlement
- 13.18.2 For the purpose of calculating any payment under the schedules contained in this clause "weeks pay" means the ordinary time rate of pay for a week's work for the employee concerned except where an employee:
- (i) Has been acting in a higher position for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the employees "weeks pay" will be derived from the employee's salary in a higher position at that date; or
 - (ii) Has been receiving an allowance (e.g shift allowance) for a continuous period of at least twelve (12) months immediately preceding the date on which the City decided the employee's position was surplus to requirements. In those circumstances the weekly average amount of the allowance received during the twelve (12) month period will be counted as part of the "weeks pay".
- 13.18.3 For the purpose of calculating any payment under the Schedules in this Clause "years of service" means completed full years of service from the date the employee commenced employment with the City.

13.19 Voluntary Redundancy

Schedule	Weeks
Termination pay in lieu of notice	4
Job Search Allowance	10
4 weeks pay per year of service for the first 5 years	20 (maximum)
2 weeks pay per year or service thereafter	18 (maximum)
Maximum Available	52 weeks

- 13.19.1 Sick leave accrual prior to 14 February 1993 will be paid out to a maximum of 14 weeks.
- 13.19.2 Gratuity entitlements, as per the Applicable award will be paid out.
- 13.19.3 Out-placement services up to a value of \$3,000 per person will be provided, where requested by the employee concerned.

13.20 Forced Redundancy

- 13.20.1 Forced redundancy payments will be based on the voluntary redundancy benefits with the following exceptions:
- (i) The job search provisions will not apply;
 - (ii) The maximum weeks available will be limited to 42 weeks;
 - (iii) No out-placement services will be provided.

13.21 Transfer of business Redundancy

The Employment Protection Regulation 2001 (New South Wales) - Schedule 1 - Scale of Severance Payments

Length of continuous service by employee	Rate for calculation of amount of severance payment	
	If employee is less than 45 years of age	If employee is over 45 years of age
Less than 1 year	Nil	Nil
More than 1 years but less than 2	4 weeks pay	5 weeks pay
More than 2 years but less than 3	7 weeks pay	8.75 weeks pay
More than 3 years but less than 4	10 weeks pay	12.5 weeks pay
More than 4 years but less than 5	12 weeks pay	15 weeks pay
More than 5 years but less than 6	14 weeks pay	17.5 weeks pay
More than 6 years	16 weeks pay	20 weeks pay

13.22 Re-employment and or Re-engagement of Employees

- 13.22.1 Employees who have left employment with the City due to redundancy, except for employees who have accepted a transfer of business redundancy entitlement, will not be re-employed or engaged in any capacity within fifty two (52) weeks from their separation date.
- 13.22.2 Sub-clause 13.17 applies equally to situations where individuals are employed or engaged on a permanent, causal, agency, consultancy or contract basis in respect of:
- (i) A full-time or part-time employee or contract basis in respect of:
 - (ii) Company trust, partnership or sole trader where the ex-employee is a principal; or
 - (iii) An employee of a contractor, consultancy or agency which has a separate legal entity to the employee.
- 13.22.3 For all hiring and recruitment, the delegated officer is to certify that the person being hired did not leave the City's employment due to redundancy within fifty two (52) weeks from the commencement date.
- 13.22.4 For all engagements of contractors or consultants, the engaged manager is to certify that the contractor or consultant performing the work or providing the services did not leave the City's employment due to redundancy within fifty two (52) weeks from their engagement date. This should be verified by a written statement from the contracting or consultancy company or agency.
- 13.22.5 Exceptions to this requirement may only be approved by the Chief Executive Officer and cannot be sub-delegated. The Lord Mayor and the relevant union must be advised of an approval under this Sub-Clause.
- 13.22.6 Where exceptions are approved, employees who are re-employed or re-engaged will be made aware of their financial responsibilities with respect to superannuation and redundancy payments paid at concessional taxation rates.

M. J. WALTON J , *President*

CROWN EMPLOYEES (HEALTH CARE COMPLAINTS COMMISSION, MEDICAL ADVISERS) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 635 of 2014)

Before Commissioner Newall

17 September 2014

VARIATION

- Delete Part B Monetary Rates of the award published 5 October 2012 (374 I.G. 1287), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Medical Adviser Per hour \$	1 October 2012 2.5% Per hour \$	1 October 2013 2.27% Per hour \$	1 October 2014 2.27% Per hour \$
Level 1	110.92	113.44	116.02
Level 2	119.12	121.82	124.59
Level 3	127.33	130.22	133.18

- This variation shall take effect from 1 October 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(No. IRC 652 of 2014)

Before The Honourable Acting Justice Boland

23 September 2014

VARIATION

1. Delete Part B, Monetary Rates of the award published 31 August 2012 (374 I.G. 431), as varied and insert in lieu thereof the following:

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

Registered Nurse	2.27% FFPP 1.7.14 \$
1st Yr	1039.60
2nd Yr	1096.80
3rd Yr	1153.20
4th Yr	1213.80
5th Yr	1274.10
6th Yr	1333.50
7th Yr	1402.10
8th Yr	1460.50
Clinical Nurse Specialist	
1st Yr and thereafter	1520.20
Clinical Nurse Consultant	
1st Yr and thereafter	1869.10

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

Table 2 - Allowances

Item No	Clause No	Description	2.27% FFPP 1.7.14 \$
1	3	Team leader allowance per shift	25.50
2	7.8	On-call allowance during a meal break	12.79
3	18	Clothing allowance per week	7.50

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 July 2014.

R. P. BOLAND , *Acting Justice*

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**CROWN EMPLOYEES (ROADS AND MARITIME SERVICES -
SALARIED STAFF SALARIES AND CONDITIONS OF
EMPLOYMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 109 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

VARIATION

1. Delete the words "Division of the Government Service of New South Wales", from the title of the award published 5 October 2012 (374 I.G. 1378) as varied.
2. Delete subclauses (1) and (2) of clause 2, Definitions and insert in lieu thereof the following:
 - (1) "Agency" means the Secretary of the Department of Transport as head of the Transport Service.

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

- (2) "Employee" shall mean a person employed as a member of the Transport Service in the RMS Group to whom this Award applies.
2. Insert the following new subclauses (6) and (7) in the said clause 2, as follows:
 - (6) "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
 - (7) "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
3. Delete the words "RMS staff" appearing in subclause (iii) of clause 9, Area, Incidence and Duration and insert in lieu thereof the words "those staff in the RMS Group".
4. Delete the words "Crown Employees (Roads and Maritime Service Division of the Government Service of New South Wales - Salaried Staff) Award" appearing under the heading "Awards Agreements and Determinations" in Schedule A, and insert in lieu thereof "Crown Employees (Roads and Maritime Services - Salaried Staff) Award".
5. Delete the words "Crown Employees (Roads and Maritime Service Division of the Government Service of New South Wales - Salaried Staff) Award" wherever appearing in Part B, and insert in lieu thereof the words "Crown Employees (Roads and Maritime Services - Salaried Staff) Award".

6. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

ILLAWARRA VENUES AUTHORITY AUSTRALIAN WORKERS UNION (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(No. IRC 633 of 2014)

Before Commissioner Newall

17 September 2014

VARIATION

1. Delete Part D - Monetary Rates of the award published 29 June 2012, (372 I.G. 1097), and insert in lieu thereof the following:

PART D - MONETARY RATES

Table 1 - General Staff Weekly Rates of Pay

SECTION A - PERMANENT EMPLOYEES

1. Weekly rate of pay for a week not exceeding 38 ordinary hours.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Ordinary Weekly Rate 13 September 2012	Ordinary Weekly Rate 13 September 2013	Ordinary Weekly Rate 13 September 2014
		+3.25% \$	+3.25% \$	+2.22% \$
Level 1	1	706.57	729.53	745.70
Level 2	1	735.13	759.02	775.90
	2	744.15	768.33	785.40
	3	768.33	793.30	810.90
Level 3	1	790.76	816.46	834.60
	2	811.80	838.18	856.80
	3	849.39	877.00	896.50
Level 4	1	862.92	890.96	910.70
	2	894.49	923.56	944.10
	3	932.08	962.37	983.70
	4	1,033.89	1,067.49	1091.20
	5	1,135.70	1,172.61	1198.60
Level 5	1	1,232.74	1,272.80	1301.10
	2	1,353.01	1,396.98	1428.00
	3	1,458.25	1,505.64	1539.10
	4	1,604.06	1,656.19	1693.00
	5	1,764.47	1,821.82	1862.30

2. Employees engaged under Section A1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

SECTION B - CASUAL EMPLOYEES

1. Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Classification	Step	Per Hour 13 SEP 2012 +3.25% \$	Per Hour 13 SEP 2013 +3.25% \$	Per Hour 13 SEP 2014 +2.22% \$
Level 1	1	23.25	24.01	24.54
Level 2	1	24.18	24.97	25.52
	2	24.48	25.28	25.84
	3	25.41	26.24	26.82
Level 3	1	26.01	26.86	27.46
	2	26.70	27.57	28.18
	3	27.94	28.85	29.49
Level 4	1	28.40	29.32	29.97
	2	29.43	30.39	31.06
	3	30.65	31.65	32.35

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. The maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3; progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.
3. Employees engaged under Section B1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

SECTION C - JUNIOR RATES

- a. Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:
- Under 17 years of age - 80% of the appropriate rate.
- Under 18 years but more than 17 years - 90% in the appropriate rate.
- 18 years and older - 100% of the appropriate rate.
- b. Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 2 of Part B, here-in.

SECTION D - ANNUALISED SALARIED EMPLOYEES

Employees engaged under annualised salary packages for all incidents or work under this award. Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Salary per Annum 13 September 2012 +3.25% \$	Salary per Annum 13 September 2013 +3.25% \$	Salary per Annum 13 September 2014 +2.22% \$
Level 1				
Level 2	1	48,267.43	49,836.12	50942.00
	2	48,859.68	50,447.62	51568.00
	3	50,735.09	52,383.98	53547.00
Level 3	1	51,919.57	53,606.96	54797.00
	2	53,301.46	55,033.76	56256.00
	3	55,769.12	57,581.62	58860.00
Level 4	1	56,657.49	58,498.86	59798.00
	2	58,730.31	60,639.05	61985.00
	3	61,197.97	63,186.90	64590.00
	4	67,883.19	70,089.39	71645.00
	5	74,567.70	76,991.15	78700.00
Level 5	1	80,939.25	83,569.78	85425.00
	2	88,835.76	91,722.92	93759.00
	3	95,745.22	98,856.94	101052.00

Table 2 - Management Staff Rates of Pay

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Level	Pay Point	Salary per Annum 13 September 2012 \$	Salary per Annum 13 September 2013 \$	Salary per Annum 13 September 2014 \$
3	Maximum	163,865.64	169,191.27	172947.00
	Minimum	133,043.82	137,367.74	140417.00
2	Maximum	125,837.28	129,926.99	132811.00
	Minimum	110,869.85	114,473.12	117014.00
1	Maximum	107,100.28	110,581.04	113036.00
	Minimum	99,782.87	103,025.81	105313.00

Table 3 - Other Rates & Allowances

	Allowance	13 SEP 2011		13 SEP 2012		13 SEP 2013		13 SEP 2014	
		Amount \$	Casuals \$	Amount \$	Casuals \$	Amount \$	Casuals \$	Amount \$	Casuals \$
1	Laundry Allowance	14.36 Per week	1.32 Per shift	14.83 Per week	1.36 Per shift	15.31 Per week	1.40 Per shift	15.65 Per week	1.43 Per shift
2	Meal Allowance	10.45	10.45	10.79	10.79	11.14	11.14	11.39	11.39
3	First Aid Allowance	2.69 Per shift	2.69 Per shift	2.78 Per shift	2.78 Per shift	2.87 Per shift	2.87 Per shift	2.93 Per shift	2.93 Per shift

4	Offensive Matter Cleaning Allowance	3.36 Per day	3.36 Per shift	3.47 Per day	3.47 Per shift	3.58 Per day	3.58 Per shift	3.66 Per day	3.66 Per shift
5	Leading Hand Allowance								
	3 to 10 employees	33.96 Per week	1.12 Per hour	35.06 Per week	1.16 Per hour	36.20 Per week	1.20 Per hour	37.00 Per week	37.00 Per hour
	11 to 20 employees	42.44 Per week	1.39 Per hour	43.82 Per week	1.44 Per hour	45.24 Per week	1.49 Per hour	46.24 Per week	1.52 Per hour
	More than 20 employees	50.92 Per week	1.67 Per hour	52.57 Per week	1.72 Per hour	54.28 Per week	1.78 Per hour	55.49 Per week	1.82 Per hour

4. This variation shall take effect from the first pay period commencing on or after 13 September 2014.

P. J. NEWALL, Commissioner

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(018)

SERIAL C8256

NURSES' (DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE) (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ageing, Disability and Home Care.

(No. IRC 680 of 2014)

Before The Honourable Justice Walton, President

8 October 2014

VARIATION

1. Delete Part B, Monetary Rates, of the award published 18 November 2011, (371 I.G. 1188), as varied and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

	1st full pay period to commence on or after 01.07.14 (2.27%) \$ per annum
Assistant in Nursing	
Under 18 years - 1st Year of Experience	33,174
Under 18 years - 2nd Year of Experience	34,670
Under 18 years - Thereafter	36,036
Assistant in Nursing and Trainee Enrolled Nurse's Aide Adult	
Over 18 years - 1st Year of Experience	39,153
Over 18 years - 2nd Year of Experience	40,402
Over 18 years - 3rd Year of Experience	41,663
Over 18 years - 4th Year of Experience	42,954
Trainee Enrolled Nurse	
Under 18 years - 1st Year of Experience	33,224
Under 18 years - 2nd Year of Experience	34,688
Under 18 years - Thereafter	36,077
Trainee Enrolled Nurse	
Over 18 years - 1st Year of Experience	39,193
Over 18 years - 2nd Year of Experience	40,442
Over 18 years - 1st Year of Experience	41,710
Thereafter	43,016
Enrolled Nurse	
1st Year of Service	48,102
2nd Year of Service	49,156
3rd Year of Service	50,217
4th Year of Service	51,279
Thereafter	52,350
Enrolled Nurse - Medication Endorsement	
1st Year	50,631
2nd Year	51,721

3rd Year	52,818
4th Year	53,916
5th Year & Thereafter	55,022
Nurses undergoing pre-registration training other than as a student	47,022
Registered Nurse	
1st Year of Service	54,535
2nd Year of Service	57,513
3rd Year of Service	60,477
4th Year of Service	63,657
5th Year of Service	66,810
6th Year of Service	69,973
7th Year of Service	73,561
8th Year of Service	76,593
Clinical Nurse Consultant	
1st Year	95,816
2nd Year	98,008
Clinical Nurse Specialist *No further appointments to this classification after 30 June 2004	79,716
Clinical Nurse Educator	79,716
Nurse Learning and Development Officer	
1st Year	88,427
2nd Year	90,915
3rd Year	93,146
4th Year	98,009
Residential Unit Nurse Manager Level 1	96,079
Residential Unit Nurse Manager Level 2	100,640
Residential Unit Nurse Manager Level 3	103,344
Nurse Systems Support Officer	
Level 1	86,088
Level 2	91,553
Level 3 - 1st Year	95,816
Level 3 - 2nd Year	97,766
Nurse Systems Support Co-ordinator	
Level 1	91,553
Level 2 - 1st Year	95,816
Level 2 - 2nd Year	97,766
Level 3 - 1st Year	95,816
Level 3 - 2nd Year	97,766
Level 3 - 3rd Year	99,707
Level 3 - 4th Year	101,682
Level 4 - 1st Year	99,707
Level 4 - 2nd Year	101,682
Nurse Manager Learning and Development Unit	
1st Year	105,582
2nd Year	107,550
Nurse Manager Resource Support Unit	
1st Year	105,582
2nd Year	107,550
Nurse Manager	
Grade 1 - 1st Year	95,816
Grade 1 - 2nd Year	97,766
Grade 2 - 1st Year	99,707
Grade 2 - 2nd Year	101,682
Grade 3 - 1st Year	105,582

Grade 3 - 2nd Year	107,550
Grade 4 - 1st Year	111,458
Grade 4 - 2nd Year	113,411
Grade 5 - 1st Year	117,305
Grade 5 - 2nd Year	119,287
Grade 6 - 1st Year	123,194
Grade 6 - 2nd Year	125,014
Grade 7 - 1st Year	132,962
Grade 7 - 2nd Year	134,928
Grade 8 - 1st Year	142,736
Grade 8 - 2nd Year	144,690
Nurse Manager After Hours Westmead, Rydalmere and Stockton	
1st Year	95,816
2nd Year	97,766
Principal Nurse Manager Accommodation and Nursing Services	
1st Year	132,962
2nd Year	134,928
Nurse Manager Accommodation and Nursing Services Tomaree, Summer Hill Group Homes, Summer Hill Respite and Liverpool Respite	
1st Year	111,458
2nd Year	113,411
Casuarina Grove, Kanangra, Norton Road, Riverside, Stockton, Rydalmere and Westmead	
1st Year	117,305
2nd Year	119,287

Table Two - Other Rates and Allowances

Item No.	Clause No.	Allowance (Wage Type)	1st Full Pay Period to commence on or after 01.07.14 (2.27%) \$ per shift
1	9(i) & (ii)	Registered Nurse in charge of Unit in absence of RUNM or in charge of Residence of not more than 100 resident clients	29.84
2	9(iv)	Registered Nurse designated as the Rover in charge of a residence after hours (Norton Road, Riverside)	29.84
3	9 (iii)	Registered Nurse in charge in absence of RUNM and in charge of a residence of not more than 100 resident clients	44.84
4	9(v)	Registered Nurse designated as the Rover in charge of a residential centre after hours (Casuarina Grove and Kanangra)	44.84
5	11(i)	Uniform Allowance	5.53
	11(iii)(a)	Shoe Allowance	1.71
	11(iii)(b)	Stocking Allowance	2.87
	11(iii)c	Sock Allowance	0.55
	11(iv)	Laundry Allowance	4.60

2. This variation shall take effect from the first pay period to commence on or after 1 July 2014.

M. J. WALTON J, *President*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (EVENT DAY EMPLOYEES) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 748 of 2014)

Before Commissioner Newall

30 October 2014

AWARD

PART A - CONDITIONS

1. Arrangement

PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties Bound by this Award
4.	Operation and Duration of this Award
5.	Intention
6.	Classifications and Rates of Pay
7.	Superannuation
8.	Payment of Wages
9.	Consecutive Employment Terms
10.	Minimum Engagement
11.	Meal Breaks
12.	Meal Discount
13.	Uniforms
14.	Overtime
15.	Public Holidays
16.	Long Service Leave
17.	Transport, Security and Related Matters
18.	Employee Consultation
19.	Provision and Use of Staff Seating
20.	Implementation of the Non-Smoking Policy
21.	Anti-Discrimination
22.	Grievance and Dispute Procedures
23.	No Extra Claims
24.	Calculation of Flat Hourly Rate
25.	Award Observance
26.	Commitment to Further Negotiations
27.	Signing of Award

PART B - RATES OF PAY

Monday to Sunday Flat Rate
Non Event Attendance Rate
Uniform Allowance

2. Title

This award will be known as the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2014 ("this award").

3. Parties Bound By This Award

(a) This award is binding upon:

1. Sydney Cricket & Sports Ground Trust ("the employer"); and

2. The Media Entertainment and Arts Alliance ("MEAA"), its officers and members ("the Union") in respect of all employees (whether members of the MEAA or not) engaged by the session or by the hour for work done in connection with the staging of a fixture being conducted by the employer (including an employee who is also engaged by the employer to perform work in a different position under a separate contract or weekly hiring).

(b) This award shall not apply to an honorary official i.e. any person who is either a member of the employer or who has previously acted in an honorary capacity in performing functions for which wage rates are prescribed by this award.

4. Operation and Duration of This Award

(a) This award shall replace the the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2011 published 29 June 2012 (372 I.G. 1482) (an award of the New South Wales Industrial Relations Commission).

(b) This award shall operate on and from the first full pay period on or after 1 October 2014 and shall remain in force for as nominal term of three years.

5. Intention

(a) The principal intentions of this award are:

1. To promote harmonious industrial relations for the Sydney Cricket and Sports Ground Trust; and
2. To maximise standards of service to the public and members, measured against those applying in the leisure and recreation industry nationally and internationally.

6. Classifications and Rates of Pay

(a) Employees employed under this award to work at day time, twilight and evening fixtures shall receive the appropriate hourly rate for the applicable classification as contained in Part B of this award from the first full pay period on or after 1 October 2014.

(b) The hourly rates set out in Part B of this award incorporate an increase for all event day work undertaken of 2.33% from the first full pay period on or after 1 October 2014, a further 2.5% increase from the first full pay period on or after 1 October 2015, and a further 2.5% increase from the first full pay period on or after 1 October 2016.

(c) Employees employed under this award shall be paid the non-event attendance rate as contained in Part B of this award from the first full pay period on or after 1 October 2014.

(d) The rates of pay set out in Part B - Rates of pay of this Award contain hourly rates of pay loaded to compensate employees covered by this Award for all entitlements not otherwise provided under this Award.

7. Superannuation

The subject of superannuation legislation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), and s124 of the Industrial Relations Act 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

8. Payment of Wages

8.1 Period of payment

- (a) Wages will be paid in arrears and on a weekly basis, based on working hours performed in the period Monday to Sunday
- (b) Wages will be paid no later than the Thursday following the end of the previous pay period, unless the Trust and the majority of employees agree to later payment.

8.2 Method of payment

Payment of wages will be made via electronic funds transfer into an account nominated by the employee with a bank, building society or credit union.

9. Consecutive Employment Terms

Any employee who does not make himself or herself available to perform work during any shift for a period of three months or more from the cessation of their last engagement will be required to re-apply for their position before being eligible for further engagements.

Prior to terminating the employment relationship the employer will attempt to contact any employer who has not made himself or herself available to inform them that they will be required to re-apply in order to perform work at future events. The employer may, in exceptional circumstances and at its sole discretion, waive the requirement for employees to re-apply where they are absent for a period of three months or more.

10. Minimum Engagement

The minimum engagement for all employees under this award shall be four (4) hours to be worked consecutively, with the exception of non-match day staff meetings and training sessions which shall be two (2) hours.

11. Meal Breaks

All employees rostered for more than four hours will receive a minimum of one paid 20 minute break. These breaks will be coordinated by team leaders and/or supervisors.

12. Meal Discount

Upon presentation of the staff identification card, employees rostered to work on match days will receive a 20 per cent discount off the normal purchase price for food and beverage (excluding alcoholic beverages) purchased from any on-site food and beverage outlet managed by our on-site catering service provider. This discount does not apply to any third party catering or franchise arrangements.

13. Uniforms

- (a) The employer will provide a uniform to staff where applicable.
 1. Uniforms will consist of any SCGT apparel issued to staff during the course of their employment including but not limited to; trousers, skirts, shirts, jackets, vests, jumpers, ties, scarves, hats, armbands, wet weather jackets and name badges.

- (b) Where uniforms are issued to staff other than on a daily basis;
1. All new Employees who commenced after 1 October 2009 will be required to pay a \$50.00 uniform bond on commencement of employment which shall be refunded when the uniform is returned in good condition, fair wear and tear accepted.
 2. The bond will be paid via payroll deduction and can be made as one deduction of \$50.00 or instalments of \$10.00 per deduction per pay over five pay periods.
 3. The Employee shall be responsible for the laundering of the uniforms. A laundry allowance of \$1.00 per shift shall be paid into the Employee's nominated bank account.
 4. Uniforms shall remain the property of the Employer and shall be returned to the Employer on the termination of an Employee's employment.
 5. All uniforms issued to an employee are to be returned within two (2) months of the Employee's termination. Terminated Employees who do not return their full uniform issue within two (2) months of termination will forfeit their deposit.

14. Overtime

- (a) Overtime shall be payable to an employee for all time worked:
1. In excess of ten (10) hours per engagement on a particular event; or
 2. In a day generally observed as a public holiday.
- (b) Overtime shall be paid for at the rate of time and a half.
- (c) Overtime rates shall not apply for any attendance at non-event related meetings or training.

15. Public Holidays

Public Holidays shall be paid for at the rate of time and a half.

The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays.

16. Long Service Leave

- (a) Subject to clause 13(b) below, Long Service Leave entitlement will be governed by the Long Service Leave Act, 1955 (NSW).
- (b) The parties to this award acknowledge that prior 30 September 2008, employees employed by the Trust as match day employees (or event day employees) received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation applying in the State of NSW in relation to long service leave.

17. Transport, Security and Related Matters

- (a) The employer shall upon request of an individual employee provide a security escort from the ground to the closest public transport late at night, where the employer is able to provide it within a reasonable period of time.
- (b) On any particular event, an employee engaged as a Team Leader, Supervisor, Assistant Supervisor, or who works one hour past the scheduled event finish time will be eligible to park in MP1.

18. Employee Consultation

- (a) The Event Day Staff Operations Committee (EDSOC) will meet during the life of this award to identify and discuss workplace matters, which affect employees generally, but which are not explicitly covered by this Award, such as staff facilities, uniforms, training and other like workplace matters.
- (b) The EDSOC will be made up of management and employee nominated representatives. Wherever possible, all areas of match day operations should be represented. Employee representatives will participate in the EDSOC without loss of pay.
- (c) The EDSOC will meet as required, at a time suitable to both the employer and employees and at the request of either party, but not less than quarterly.
- (d) The operation of the EDSOC in accordance with this clause does not override the dispute settling procedure as contained in Clause 22 of this award.

19. Provision and Use of Staff Seating

Where practicable, seating shall be provided to employees where prolonged periods of standing would otherwise be required. The use of such seating shall be subject to customer service requirements and guidelines as reasonably determined by the Trust, having regard to its Occupational Health and Safety obligations.

20. Implementation of the Non-Smoking Policy

All employees shall have access to and shall abide by and follow the procedures of the non-smoking policy developed by the employer in relation to patrons smoking in and around the Trust venues.

21. Anti-Discrimination

- (a) It is the intention of the Trust 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 identify, age and responsibilities as a carer.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - 1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - 3. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

22. Grievance and Dispute Procedures

- 19.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- (a) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
 - (b) The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
 - (c) The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
 - (d) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
 - (e) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
 - (f) Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
 - (g) If the matter remains unresolved, then it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
 - (h) At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
 - (i) It is agreed that the parties will not deliberately frustrate or delay these procedures.
 - (j) Normal work will continue without disruption while these procedures are followed.

23. No Extra Claims

- 23.1 Subject to clause 24, The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 23.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

24. Calculation of Flat Hourly Rate

The rates in this award have been calculated on the assumption that 60% of events fall in the period Monday to Saturday and 40% of events fall on a Sunday or a public holiday.

Should this ratio change significantly, either party on 1 January each year can request a review of the rates to reflect the change.

25. Award Observance

For the purpose of ensuring the observance of this award, the employer will:

- (a) subject to prior consultation with the employer, provide that representatives of the MEAA will have reasonable access to all places of work for the purposes of interviewing and holding meetings with their members in non-work time; and
- (b) ensure that a copy of this award and matters relating to this award be posted on a notice board in a centrally located position.

26. Commitment to Further Negotiations

The parties to this award agree to commence discussions for a new award nine months prior to the expiration of the nominal term of this award.

27. Signing of Award

In recognition of their acceptance of the terms and conditions of this award the parties have signed below as indicated.

PART B - RATES OF PAY

	Current Rates		1 October 2014		1 October 2015		1 October 2016	
	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$	Ordinary flat rate \$	Overtime and Public Holiday \$
POSITION			2.33%		2.5%		2.5%	
Customer Service Positions								
Usher/Attendant	27.27	40.91	27.91	41.86	28.61	42.91	29.33	43.98
Pressure point	28.69	43.03	29.36	44.03	30.09	45.13	30.84	46.26
Team Leader	30.99	46.49	31.71	47.57	32.5	48.76	33.31	49.98
Supervisor	34.72	52.08	35.53	53.29	36.42	54.62	37.33	55.99
- Staff Entry								
Crowd Safety Positions								
Crowd Safety Officers	32.83	49.25	33.59	50.4	34.43	51.66	35.29	52.95
- Paddington Lane Gatehouse								
Crowd Safety Supervisor	36.78	55.17	37.64	56.46	38.58	57.87	39.54	59.32
- Event Control								
- Process Room								
- Report Writer								
Control 1 & 2 / Base	39.51	59.27	40.43	60.65	41.44	62.17	42.48	63.72
Non-Event Attendance Rate	22.80	22.80	23.33	23.33	23.91	23.91	24.51	24.51
ALLOWANCES								
Uniform Allowance (per shift)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

P. J. NEWALL, Commissioner

SYDNEY CRICKET AND SPORTS GROUND TRUST (MAINTENANCE STAFF) ENTERPRISE AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 747 of 2014)

Before Commissioner Newall

30 October 2014

AWARD

PART A

1. Title

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2014.

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Definitions
4A.	Contract of Employment
5.	Intent of the Enterprise Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8.	Hours of Work
9.	Rostered Days Off
9A.	Commitment to Negotiations
10.	Apprentices
11.	Annual Leave
12.	Sick Leave
13.	Long Service Leave
14.	Parental Leave
15.	Bereavement Leave
16.	Jury Service
17.	Induction/Training
18.	Wage Rates
19.	Allowances
20.	No Extra Claims
21.	Payment of Wages
22.	Superannuation
23.	Public Holidays
24.	Consultative Committee
25.	Work Health and Safety

26. Contracting of Works
27. Trust Uniform and Personal Identification
28. Tools
29. Posting of Notices
30. Union Delegate
31. Fares and Travel Time
32. Income Protection Insurance
33. Grievance and Dispute Procedures
34. Termination of Employment
35. Redundancy
36. Relationship to Parent Awards
37. Anti-Discrimination
38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

3. Parties

3.1 The parties to this enterprise award are:

3.1.1 The Sydney Cricket and Sports Ground Trust; and

3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:

3.1.2.1 CEPU Plumbing Division - NSW Branch

3.1.2.2 The Construction, Forestry, Mining and Energy Union (New South Wales Branch); and

3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

4.1 "Enterprise Award" means this enterprise award.

4.2 "Operative Date" means the first full pay period on or after 9 October 2014.

4.3 "Enterprise" and "Trust" means the Sydney Cricket and Sports Ground Trust and the Sydney Cricket and Sportsground Trust Division of Government Service.

4.4 "Union(s)" means:

4.4.1 CEPU Plumbing Division - NSW Branch

4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch) (CFMEU)

4.4.3 Electrical Trades Union of Australia, New South Wales Branch (ETU)

4.5 "TAFE" means the NSW Technical and Further Education Commission

4A Contract of Employment

4A.1 "Full Time Employee" means a permanent employee engaged to work an average of 38 hours per week.

4A.2 "Casual Employee" means:

4A.2.1 an employee engaged and paid as such. Casual employees shall be paid an hourly rate equivalent to 1/38th of the weekly rate plus a loading of 20%. This loading is inclusive of the 1/12th annual holiday component. Casual employees shall not accrue leave entitlements under this Enterprise Award.

4A.2.2 Casual Employees shall be engaged to facilitate permanent employees accessing leave entitlements, or to meet operational requirements as necessary.

4A.2.3 A casual employee may be engaged by the Trust on a regular and systematic basis for a period not exceeding 13 weeks, provided that such time restriction will not apply in circumstances where a casual is engaged to replace an employee on long term sick leave or workers compensation.

5. Intent of the Enterprise Award

5.1 This Enterprise Award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.

5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.

5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.

5.4 The parties anticipate that the Enterprise Award shall:

5.4.1 increase job satisfaction and security;

5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;

5.4.3 increase Trust efficiency and profitability;

5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;

5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;

5.4.6 achieve change and progress through a process of communications, agreements and team work;

5.4.7 improve the competitive position of the Trust in the market;

5.4.8 protect and enhance the quality of the environment;

5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to the continual development of flexibility regarding the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.
- 6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Trust within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The parties commit to using their best endeavours to achieve the following:

- 7.1 Monthly preventative maintenance checks are to be completed within the scheduled months;
- 7.2 An agreed percentage of breakdown work orders are to be completed within the given period; and
- 7.3 All pre-event inspections are to be completed by midday, the business day before the event, and event day maintenance requests are to be completed within the agreed time.

8. Hours of Work

- 8.1 Ordinary hours of work
- 8.1.1 The ordinary hours of work shall be an average of 38 hours per week over a four week cycle which allows for the accrual of a rostered day off in accordance with clause 9 of this Enterprise Award. Such ordinary hours may be worked between the hours of 6.00am and 6.00 pm.
- 8.1.2 Notwithstanding 8.1.1, the parties acknowledge that the ordinary hours of work will generally be worked between the hours of 7.00 a.m. and 3.30 p.m. Such hours may be varied to accommodate operational requirements by agreement between the Trust and an employee, provided that such hours shall not be worked outside the span of hours specified in 8.1.1 without the payment of overtime.
- 8.2 During such hours employees shall be entitled to two paid rest breaks of ten minutes duration. It is agreed that the current afternoon "smoko" will be taken at the end of the ordinary working hours each day.
- 8.3 In addition to the breaks specified in clause 8.2, employees shall be allowed one unpaid meal break each day of 30 minutes duration. Such break shall not count as time worked
- 8.4 Overtime
- 8.4.1 Subject to clause 8.1, all time worked at the direction of the Trust in excess of the ordinary hours provided for in clause 8 Hours of Work shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.

- 8.5 All time worked at the direction of the Trust on weekends shall be paid as follows:
- 8.5.1 Prior to 12 noon on Saturday at the rate of time and one half for the first two hours and double time thereafter.
- 8.5.2 After 12 noon on Saturday at the rate of double time.
- 8.5.3 An employee required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.
- 8.5.4 On Sunday at the rate of double time.
- 8.6 In computing overtime and weekend penalties each day shall stand alone.
- 8.7 Crib Break
- 8.7.1 An employee working overtime shall be allowed a crib break of 20 minutes at the appropriate rate without deduction of pay after the completion of a minimum of 4 hours work provided that the employee continues work after such crib break. The crib break is to be given and taken at a mutually agreeable time as soon as practicable after the completion of the 4 hours worked.
- 8.7.2 The provision of 8.7.2 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the CEPU Plumbing Division - NSW Branch:
- Unless the period of overtime is less than 1 ½ hours an employee before starting overtime after working ordinary hours shall be allowed the crib break of 20 minutes which shall be paid for at ordinary rates. The Trust and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Trust shall not be required to make any payment in respect of any time allowed in excess of 20 minutes. Subject to any agreement reached in accordance with this provision, this crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.7.3 The provision of 8.7.3 shall only apply to employees employed as carpenter, painter and labourer, and who are eligible to be members of the CFMEU:
- When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee shall be allowed to take at the employees ordinary rate of pay a crib break of 20 minutes in duration immediately after ceasing time. This crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.8 Rest Period After Overtime
- 8.8.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours following the completion of such duty.
- 8.8.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work the following day that he/she has not had at least the rest period specified in 8.8.1 off duty between those times, shall subject to this subclause, be released after the completion of such overtime until he/she has had the rest period specified in 8.8.1 off duty without loss of pay for ordinary working time occurring during such absence.
- 8.8.3 If on the instruction of the Trust, an employee resumes or continues to work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary time rates until the

employee is released from duty for such period, and shall be entitled to be absent from duty without loss of pay for ordinary hours until the employee has had ten consecutive hours off duty.

8.9 Call Back

8.9.1 An employee recalled to work overtime after leaving the Trust's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate rate for each time he/she is so recalled.

8.9.2 Overtime worked in the circumstances specified in 8.9.1 shall not be regarded as overtime for the purposes of subclause 8.8, rest period after overtime, when the actual time worked is less than a total of 3 hours.

8.9.3 The provision of 8.9.3 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the CEPU Plumbing Division- NSW Branch.

In the case of an unforeseen circumstance arising resulting in an employee being called back, the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed in a shorter period.

8.10 Transport home from work

The provisions of 8.10 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the CEPU Plumbing Division - NSW Branch.

Where an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available immediately upon completion of that overtime or shift, the Trust shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his/her home.

8.11 Standing By

The provisions of 8.11 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU:

Subject to any custom now prevailing under which an employee is required regularly to hold him/herself in readiness for a call back, an employee required to hold him/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is told to hold him/herself in readiness.

9. Rostered Days Off

9.1 The parties acknowledge and agree that the following provisions shall apply in respect of rostered days off:

9.1.1 Employees shall be entitled to accrue one rostered day off in the nominated work cycle;

9.1.2 Where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 9.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;

9.1.3 The rostered day off shall be taken at a time mutually agreed to between the Trust and the employee; and

9.1.4 An employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the Trust and the employee.

9A. Commitment to Negotiations

9A.1 The parties will discuss hours of work patterns (including the nine day fortnight) in the workplace. Variation to the existing hours of work patterns will only occur by agreement between the parties and where they meet organisational requirements and are cost neutral. Nothing in this subclause will alter the rights and obligations contained in other provisions of this Enterprise Award.

10. Apprentices

10.1 Term of Apprenticeship

10.1.1 The period of apprenticeship for the trades referred to in this Enterprise Award shall not exceed four years.

10.1.2 Apprentices shall for every day of absence from their work during any year of the term of apprenticeship without the consent of the Trust serve one day at the end of the calendar period of any such year of their apprenticeship if required so to do by the Trust and the calendar period of the next succeeding year of apprenticeship shall be deemed not to begin until the said additional day or days have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which the employee has worked during the relevant year in excess of their ordinary hours of service.

10.2 Limitation of Overtime

10.2.1 No apprentice under the age of 18 years shall be required to work overtime unless the employee so desires.

10.2.2 No apprentice shall, except in an emergency work or be required to work overtime at times which would prevent their attendance at technical school as required by any statute, award or regulation application to the apprentice.

10.2.3 An apprentice shall not work overtime except under the direction of a tradesperson.

10.3 Prohibition of Labouring Work

10.3.1 An apprentice shall be deemed to be working at the trade when working in association with a tradesperson upon the material and with the tools of trade usually used by a tradesperson, as the case may be.

10.3.2 An apprentice shall not perform any other work than with the materials and tools of trade usually used by a tradesperson, as the case may be.

10.4 Termination of Employment of Trainee Apprentices

10.4.1 Two weeks' notice of the termination of employment shall be given by either party.

10.5 TAFE Fees

10.5.1 The fees for attending such school or correspondence class shall be paid by the Trust by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year. The obligation of the Trust in regard to fees payable in respect of apprentices undergoing studying the certificate diploma or degree courses shall be limited to those prescribed for the appropriate trade course.

10.6 School Based Apprentices

10.6.1 Progression through Wage Structure

- 10.6.1.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
- 10.6.1.2 The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

10.6.2 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Enterprise Award. This progression applies in addition to the progression achieved as a school based apprentice.

10.6.3 Conditions of employment

- 10.6.3.1 Except as provided by this Enterprise Award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Enterprise Award.
- 10.6.3.2 The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 10.6.3.3 For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 10.6.3.4 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

10.7 Disputes and disciplinary matters

The Settlement of Dispute provisions of this Enterprise Award, subject to the provisions of the Apprenticeship and Traineeship Act 2001, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of this Enterprise Award, it will be first referred to the Vocational Training Tribunal in accordance with the Apprenticeship and Traineeship Act 2001. Then if necessary it will be referred to the Industrial Relations Commission of NSW.

10.8 Rate of Pay for school based apprentice

- 10.8.1 The hourly rates for full time apprentices as set out in this Enterprise Award shall apply to school based apprentices for total hours worked including time deemed to be spent off-the-job Training.
- 10.8.2 Where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

10.8.3 Where this Enterprise Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

11. Annual Leave

11.1 Annual leave

11.1.1 Subject to the Annual Holidays Act 1944; Annual leave accrues at 4 weeks per year, with such leave to be taken in accordance with the Annual Holidays Act 1944, within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.

11.1.2 The parties commit to reducing annual leave accruals in accordance with the Annual Holidays Act 1944 by end of the nominal term of this Enterprise Award, specifically ensuring that annual leave accruals are maintained in accordance with the provisions of the Act.

11.2 Annual Leave Loading

11.2.1 In this subclause the Annual Holidays Act 1944, is referred to as "the Act".

11.2.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the Trust and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Trust shall pay the employee a loading determined in accordance with this subclause.

11.2.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this Enterprise Award.

11.2.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this Enterprise Award and where such annual holiday is given and taken in separate periods, then in relation to each such separate period.

11.2.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 11.2.2 of this subclause at the rate per week of 17½ per cent of the appropriate ordinary wage rate calculated in accordance with the provisions of subclause 18.1 for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Enterprise Award.

11.2.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with 11.2.5 applying the Enterprise Award rates of wages payable on that day.

11.2.7 Where in accordance with the Act the Trust's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:

- (1) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with subclause 11.2.5.
- (2) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this

subclause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks proportionate to 52 weeks.

11.3 Annual Leave Loading on Termination of Employment

11.3.1 When the employment of an employee is terminated by the Trust for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause 11.2.5 for the period not taken.

11.3.2 Except as provided by subclause 11.3.1 of this paragraph no loading is payable on the termination of an employee's employment.

12. Sick Leave

12.1 Sick leave entitlement

12.1.1 A full-time employee who has been employed for less than five years shall be entitled to 10 days sick leave per annum.

12.1.2 A full-time employee who has been employed for more than five years shall be entitled to 20 days sick leave per annum during the sixth and subsequent years of service.

12.2.3 A full-time employee in the first year of employment with the Trust shall be entitled to 2.5 days sick leave every three months.

12.2 Conditions of sick leave

12.2.1 Employees are committed to reducing the amount of sick leave.

12.2.2 Where an employee is absent for more than one consecutive day, or more than five days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate or statutory declaration, stating the nature of the illness and the expected duration of the absence

12.3 Untaken sick leave is cumulative from year to year, however such leave is not payable on termination of employment.

12.4 Workers Compensation and Sick Leave

12.4.1 If an employee is suffering from an illness or injury for which a workers' compensation claim is made, the employee shall be paid sick leave while waiting for the claim to be approved provided that:

12.4.1.1 An appropriate medical certificate is produced.

12.4.1.2 The employee has sick leave accrued.

12.4.1.3 And further provided that:

12.4.1.3.1 There shall be no double counting of workers' compensation and sick leave.

12.4.1.3.2 If the claim is approved the employee's sick leave entitlements will be re-credited.

12.5 Personal/Carers Leave

12.5.1 Use of Sick Leave for the Purpose of Personal Carers Leave

12.5.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 12.5.1.3 of paragraph 12.5, who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in Clause 12

12.5.1.2 The employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Trust or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

12.5.1.3.1 the employee being responsible for the care of the person concerned; and

12.5.1.3.2 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 purposes of this subparagraph:
 - 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.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the Trust and employee shall discuss appropriate

arrangements which, as far as practicable, take account of the Trust's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

12.6 Unpaid Leave for Family Purpose

12.6.1 An employee may elect, with the consent of the Trust, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 12.5.1.3.2 who is ill or who requires care due to an unexpected emergency.

12.7 Annual Leave for the Purpose of Personal/Carers Leave

12.7.1 An employee may elect with the consent of the Trust, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

12.7.2 Access to annual leave, as prescribed in paragraph 12.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.

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

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

12.8 Time Off in Lieu of Payment for Overtime for the Purpose of Personal/Carers Leave

12.8.1 An employee may elect, with the consent of the Trust, to take time off in lieu of payment for overtime at a time or times agreed with the Trust within 12 months of the said election.

12.8.2 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.

12.8.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

12.8.4 Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this Enterprise Award.

13. Long Service Leave

13.1 For long service leave refer to the Long Service Leave Act 1955 (NSW).

14. Parental Leave

14.1 For unpaid parental leave and related entitlements refer to the Fair Work Act 2009 (Cth) as extended by Chapter 6, Part 6-3, Division 2.

15. Bereavement Leave

15.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 12.5.1.3.2.

15.2 The employee must notify the Trust as soon as practicable of the intention to take bereavement leave and will, if required by the Trust, provide to the satisfaction of the Trust proof of death.

- 15.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this Enterprise Award, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 15.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.5 Bereavement leave may be taken in conjunction with other leave available under this Enterprise Award. In determining such a request the Trust will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 15.6 Bereavement Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in Clause 15.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this Enterprise Award.
- (b) The Trust 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 (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of the Trust to engage or not engage a casual employee are otherwise not affected.

16. Jury Service

- 16.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 16.2 An employee shall notify the Trust as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the Trust with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

17. Induction/Training

- 17.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Trust's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.
- 17.2 The induction shall include information of the following:
- scope, purpose and general briefing on the contract;
 - familiarisation with, and adherence to, the terms of employment contained within the agreement governing each employee's contract of employment;
 - adherence to legislative, site and employer safety standards and requirements;
 - co-operative objectives regarding goals that the Trust has while carrying out the contract;

specific reference to the application of the Avoidance of Disputes -grievance procedure and continuous operations clauses;

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

17.3 Trade Union Training Leave

The provisions of this subclause shall only apply to those employees previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the CEPU Plumbing Division - NSW Branch..

17.3.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union [as defined] to which he/she belongs shall, upon application in writing to the Trust, be granted up to [5] five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by an accredited training provider as agreed by the parties.

17.3.2 Such Courses shall be designed and structured with the objective of promoting good industrial relations within the offsite building and construction industry associated with mixed enterprises.

17.3.3 Consultation may take place between the parties and the accredited training provider as agreed by the parties, where appropriate, in the furtherance of this objective.

17.3.4 For the purpose of this clause an "accredited" representative of the union shall mean a steward/delegate recognised by the Trust.

17.3.5 The following scale shall apply:

No. of Employees Covered by this Enterprise Award	Maximum Number of Employees Eligible to Attend Per Year	Maximum No. of Days Permitted
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

17.3.6 The application for leave shall be given to the Trust at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (a) The name of employee seeking the leave;
- (b) The period of time for which the leave is sought [including course dates and the daily commencing and finishing times]; and
- (c) The title, general description and structure of the course to be attended and the location of where the course is conducted.

17.3.7 The Trust shall advise the union within seven clear working days [Monday to Friday] of receiving the application as the whether or not the application for leave has been approved.

- 17.3.8 The time of taking leave shall be arranged so as to minimise any adverse effect on the Trusts operations. The onus shall rest with the Trust to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 17.3.9 The Trust shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Enterprise Award classification rate including supplementary payments, shift work loadings where relevant plus over-award payments where applicable.
- 17.3.10 Leave rights granted in accordance with this clause shall not result in additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 17.3.11 An employee on request by the Trust shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof the Trust may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employee.
- 17.3.12 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of Clause 12 of this Enterprise Award.
- 17.3.13 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Enterprise Award.

18. Wage Rates & Employee Related Cost Savings

- 18.1 The rates of pay for employees covered by this Enterprise Award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 18.2 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after 9 October 2014.
- 18.3 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first pay period on or after 9 October 2015.
- 18.4 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after 9 October 2016.

19. Allowances

19.1 Sewer Choke Allowance

- 19.1.1 If an employee is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewerage, he/she shall be paid an additional amount of \$6.14 per day or part of a day.

19.2 Height Allowance

- 19.2.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance 0.54 cents per hour and an additional 0.54 cents per hour for each further 15 metres increase in the height at which he/she is working.
- 19.2.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance

0.54 cents per hour and an additional amount 0.54 cents per hour for each further 15 metres increase in the height at which he/she is working.

The allowances specified in 19.1 and 19.2 shall be increased annually in accordance with the State Wage Case Decision of the Industrial Relations Commission of New South Wales. No other rate or allowance specified in this Enterprise Award shall be subject to variation in accordance with this decision.

19.3 Higher Duties Allowance

19.3.1 In the event of the leading hand employee being absent for a period of 5 consecutive days or more, a replacement employee may be appointed as the acting leading hand by the Trust and shall receive the leading hand rate for all work performed Monday - Friday falling within the ordinary hours of work.

19.3.2 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.3.3 In the event of a supervisory employee other than a leading hand being absent for a period of 5 or more consecutive days, a replacement employee may be appointed by the Trust and this employee shall receive an allowance of \$2.05 per hour for all ordinary hours of work.

19.3.4 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.4 Living Away From Home

19.4.1 Trust employees shall be paid an allowance for all meals, travel and accommodation expenses incurred when required to perform work away from home. Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

19.5 No additional special rates or allowances shall be applicable other than those specified by this clause.

20. No Extra Claims

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

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

21. Payment of Wages

21.1 Wages shall be paid fortnightly into the employee's account by means of electronic funds transfer.

21.2 Employees are required to nominate an appropriate account held with a bank, building society or credit union for the purpose of payment of wages.

21.3 The pay period shall commence on a Wednesday and end at the end of usual time on a Tuesday the following fortnight.

21.4 On the commencement of this Enterprise Award, the Trust shall notify the employee of the day of the fortnight upon which the employee is to be paid his/her wages and allowances and such day shall be recorded in the employees wages and/or service record as pay day.

- 21.5 Pay day is usually Thursday each fortnight. Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working fortnight.
- 21.6 Upon termination of employment, wages and allowances due to an employee shall be paid to the employee on the day of such termination by electronic funds transfer or forwarded to the employee by e-mail/post on the next working day.
- 21.7 If wages are not paid on pay day, except where the default has not been caused by the Trust, a penalty of payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by midday on the next working day after pay day.

22. Superannuation

- 22.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), and s124 of the Industrial Relations Act 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

23. Public Holidays

- 23.1 The following days shall be observed as public holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day that is gazetted and proclaimed to operate throughout the State.
- 23.2 An employee who is not required to work on such day shall be paid a day's ordinary wages for each gazetted public holiday proclaimed to operate throughout the State and which falls on a day on which they would have ordinarily worked.
- Employees shall receive an additional day in recognition of the union picnic day. This day shall be observed on the relevant date in December each year or an alternate date in December may be substituted by mutual agreement.
- 23.3 Employees required to work on such a public holiday specified in clause 23.1 and 23.2 shall be paid at the rate of double time and one half for a minimum of 4 hours for all time worked.
- 23.4 An employee shall not be entitled to payment for a holiday if he/she is absent from work without reasonable excuse; or without the consent of the Trust; on the ordinary working day before or the ordinary working day after a holiday.

24. Consultative Committee

- 24.1 Composition of Consultative Committee
- 24.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of this Enterprise Award.
- 24.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.
- 24.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.
- 24.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.
- 24.2 Scope of Tasks of the Consultative Committee -

24.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

oversee the training programme content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets;

facilitate the resolution of difficulties and problems which may arise;

contribute to the development of work rosters;

create feasible work methods to enhance productivity and efficiency;

develop concepts for productivity and efficiency improvements within the enterprise;

develop an open, participative and co-operative management approach;

promote team-based work methods;

assist with communication, participative and training programmes to bring about attitudinal and cultural change;

ensure propagation of experience, knowledge and skills at all levels.

25. Work Health and Safety

25.1 Scope

25.1.1 Consistent with the Trust's obligations under the relevant Work Health and Safety legislation, prospective employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

25.1.2 The Trust shall comply with all the provisions of the Work Health and Safety legislation in New South Wales, which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials.

25.2 Work Health and Safety Committee

25.2.1 A Work Health and Safety Committee has been established pursuant to the relevant provisions of the Work Health and Safety Act 2011. This Committee shall endeavour to reach consensus on all aspects of the Trust's Work Health and Safety Policy. The Work Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an industrial relations nature.

25.3 Employee Obligation

Employees are to comply with the Trust's Work Health and Safety Policy, comply with Safe Work Method Statements (SWMS) and ensure no injuries occur consistent with the Work Health and Safety Act 2011.

25.4 First Aid

In the event of any serious accident happening to any employee whilst at work the Trust shall, at their expense, provide transport facilities to the nearest hospital or doctor.

26. Contracting of Works

- 26.1 The Trust may require additional resources to meet the requirements of an increased workload. The Trust may therefore engage the services of contractors to assist in meeting its contractual obligations.
- 26.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.
- 26.3 The Trust shall take all steps to insure full utilisation of all staff employed under this Enterprise Award, and shall not engage contract services that will impact on the availability of work to full-time employees.

27. Trust Uniform and Personal Identification

27.1 Trust Uniform

27.1.1 The Trust shall supply, free of charge to each employee, a uniform which shall be identified by the Trust logo. The uniform supplied shall be worn at all times whilst on duty.

27.1.2 Each employee shall be issued with a set of clothing, on commencement of duty or at a suitable time afterwards, consisting of one pair of appropriate safety footwear; two pairs of shorts; two pairs of long pants; four shirts; one jumper or sloppy joe; one winter jacket; one set of wet weather gear; and personal protective equipment.

Such clothing shall be replaced on a fair wear and tear basis.

27.1.3 Employee's must maintain a neat appearance at all times consistent with operational requirements.

27.2 Personal Identification

27.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employee's name and photograph.

27.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

28. Tools

- 28.1 An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will, as soon as possible, report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.
- 28.2 The provisions of subclause 28.3 and subclause 28.4 shall only apply to those employees engaged as carpenters, painters and sign writers previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees engaged as plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the CEPU Plumbing Division - NSW Branch.
- 28.3 An employee whose spectacles or hearing aids are genuinely damaged or destroyed by fire or spoiled by acids or sulphur or other deleterious substances due to the circumstances of the employee's employment shall be recompensed by the Trust to the extent of the loss. The Trust will not recompense an employee whose spectacles or hearing aids are damaged as a result of negligence or mishap on the part of an employee, for example, in situations where such items are dropped by the employee or where the employee has failed to wear the appropriate personal protective equipment to prevent such damage.
- 28.4 An employee shall be reimbursed by the Trust to a maximum of 150% of that employee's weekly wage for the loss of tools or equipment by fire or breaking and entering whilst securely stored at the Trust's direction in a room or building on the Trust's premises, job or workshop or in a lock-up, or if the tools

are lost or stolen whilst being transported by the employee at the Trust's direction between or on job sites, or if the tools are lost over water during such transit or if the tools are lost or stolen from the Trusts premises during an employee's absence after leaving the job because of injury or illness. No reimbursement shall be made to an employee in the event that there tools or equipment are damaged or stolen whilst stored at the employee's premises or in the employee's vehicle with the exception of when such vehicle may be used as transportation at the Trust's request between jobsites.

28.5 Sharpening Tools

28.5.1 The Trust shall supply suitable grinding stone or carborundum stone for the use of the employees. Where such grindstone or carborundum stone is not driven by mechanical power the Trust shall provide assistance in turning the grindstone and/or carborundum stone.

28.5.2 Saw sharpening and tool grinding may be done by the employee during the progress of the work or the Trust shall pay or shall provide the same.

28.6 The following provisions shall only apply to employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award and who are eligible to be members of the Electrical Trades Union (ETU):

28.6.1 Provision of tools

The Trust shall continue to provide such tools of trade as we customarily provided to them at the time of the making of this Enterprise Award.

28.6.2 Power tools

The Trust shall provide for the use of tradespersons and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

28.6.3 Carrying tools

An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.

28.6.4 Storing employees' tools

At each workshop or depot and at each job site, the Trust shall provide suitable free storage accommodation for employee's tools. The Trust shall ensure that such tool storage and accommodation is as secure as practicable against unauthorised entry outside working hours.

28.6.5 Damage to tools

Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the Trust's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employees duties.

29. Posting of Notices

29.1 The Trust shall not prevent an official of the union at any reasonable time from posting or keeping posted a copy of this Enterprise Award or any notice of the union, not exceeding 35cm by 22cm, in a suitable place on any job.

30. Union Delegate

30.1 An employee appointed as a job delegate shall upon notification by the union to the Trust be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all

necessary time during working hours to submit to the Trust matters affecting the employees the employee represents and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A job delegate shall notify the Trust's representative and the union prior to the calling of any stop work meeting.

- 30.2 Prior to transfer or dismissal, excluding summary dismissal, 2 days' notice shall be given to any job delegate and their appropriate union. In the event of the union disputing the decision of management to transfer or terminate the services of the job delegate the employee shall remain on the job during which time the Industrial Relations Commission shall deal with the matter.

31. Fares and Travelling Time

- 31.1 When an employee, after reporting to the usual place of work, is required to perform work at another place the employee shall be paid all fares and travelling time incurred. When an employee is required to report for work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee normally would incur attending at the usual place of work and shall be paid all travelling time in excess of that taken to reach the usual place of work.
- 31.2 Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

32. Income Protection Insurance

- 32.1 Persons employed in accordance with this Enterprise Award shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Enterprise Award. It is a term of this Enterprise Award that the Trust will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

33. Grievance and Dispute Procedures

- 33.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 33.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 33.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 33.1.3 The matter is discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 33.1.4 The matter is discussed between staff member(s), the union delegate or staff member's representative and the supervisor and/or manager. If the matter remains unresolved, then:
- 33.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 33.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 33.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 33.4 At any stage of this procedure, the Trust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.

33.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.

33.6 Normal work will continue without disruption while these procedures are followed.

34. Termination of Employment

34.1 In order to terminate the employment of an employee the Trust shall give to the employee the following notice or pay in lieu of notice except where the circumstances of termination of employment fall within the provisions of Clause 35 - Redundancy, of this Enterprise Award:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time notice is given with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

34.2 In order to terminate their employment an employee shall give the Trust two weeks notice or forfeiture of two week's wage,

34.3 Notwithstanding the provisions of subclause 34.1 the Trust shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

35. Redundancy

35.1 Application

35.1.1 This clause shall apply in respect of persons employed in the classifications contained in this Enterprise Award.

35.1.2 If the Trust employs 15 employees or more immediately prior to the termination of employment of employees, see subclause 35.4 - Termination of Employment of this clause.

35.1.3 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply to employees with less than one year's continuous service and the general obligation on the Trust shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

35.1.4 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

35.2 Introduction of Change

35.2.1 Trusts Duty to Notify

- (1) Where the Trust has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Trust shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Trusts 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 location and the restructuring of jobs.

35.2.2 Trust's Duty to Discuss Change

- (1) The Trust shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 35.2.1(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 shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subclause 35.2.1(1) of this clause.
- (3) For the purpose of such discussion, the Trust shall provide to the employees 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 employees and any other matters likely to affect employees. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.3 Redundancy

35.3.1 Discussions Before Terminations

- (1) Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing done by anyone pursuant to subclause 35.2.1(1) and that decision may lead to the termination of employment, the Trust shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the Trust has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the Trust shall, as soon as practicable, provide to the employees 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 categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.4 Termination of Employment

35.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the Trust for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 35.2.1(1) of this Enterprise Award.

- (1) In order to terminate the employment of an employee the Trust shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

35.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Trust for reasons arising from "technology" in accordance with subclause 35.2.1(1) of this Enterprise Award:

- (1) In order to terminate the employment of an employee the Trust shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the Trust for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

35.4.3 Time Off During the Notice Period

- (1) During the period of notice of termination given by the Trust, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Trust, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

35.4.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Trust until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

35.4.5 Statement of Employment

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

35.4.6 Notice to Centrelink

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

35.4.7 Centrelink Separation Certificate

The Trust 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 Centrelink

35.4.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 35.2.1 of subclause 35.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the Trust may at the Trust's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay

35.5.1 Where an employee is to be terminated pursuant to subclause 35.4 of this clause, subject to further order of the Industrial Relations Commission, the Trust shall pay the employee the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the Trust shall pay in accordance with the following scale:

Years of Service Entitlement	Under 45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service Entitlement	45 Years of Age and Over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with Clauses 18 - Wage Rates and Employee Related Cost Savings; 19 - Allowances, 28 - Tools of this Enterprise Award.

35.5.2 Incapacity to Pay

Subject to an application by the Trust and further order of the Industrial Relations Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above.

The Commission shall have regard to such financial and other resources of the Trust concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.5 above will have on the Trust.

35.5.3 Alternative Employment

Subject to an application by the Trust and further order of the Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above if the Trust obtains acceptable alternative employment for an employee.

36. Relationship to Parent Awards

- 36.1 It is agreed that this Enterprise Award shall supersede and operate to the exclusion of any other industrial instrument, including any parent award that may have previously applied to employees covered by this Enterprise Award. To avoid doubt, this Enterprise Award will prevail in the event of any inconsistency between this Enterprise Award and the previous Enterprise and parent awards. Accordingly, it shall be read and interpreted as a stand-alone Enterprise Award.

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Enterprise Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 37.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the Enterprise Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 37.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 37.4 Nothing in this clause is to be taken to affect:
- 37.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 37.4.2 offering or providing junior rates of pay to person under 21 years of age;
 - 37.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977 (NSW)
 - 37.4.4 a party to this Enterprise Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES:

- (a) The Trust 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"

38. Area, Incidence and Duration

- 38.1 This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Award 2011, published 29 June 2012 (372 IG 1507).
- 38.2 This Enterprise Award shall operate from the first full pay period on or after 9 October 2014 for a nominal period of three years.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Current Rate of Pay \$	Rates operative on and from the First Full Pay Period On or after 9 October 2014 2.33% \$	Rates operative on and from the First Full Pay Period on or after 9 October 2015 2.5% \$	Rate operative on and from the First Full Pay Period On or After 9 October 2016 2.5% \$
Carpenter Leading Hand	32.5585	33.3171	34.15	35.0038
Carpenter	31.0643	31.7881	32.5828	33.3974
Electrician Leading Hand	35.8871	36.7233	37.6414	38.5824
Electrician	33.9753	34.7669	35.6361	36.527
Electrician Apprentice 1st Year	11.9756	12.2546	12.561	12.875
Electrician Apprentice 2nd Year	15.6278	15.9919	16.3917	16.8015
Electrician Apprentice 3rd Year	22.4330	22.9557	23.5296	24.1178
Electrician Apprentice 4th Year	25.6818	26.2802	26.9372	27.6106
Plumber Leading Hand	36.0253	36.8647	37.7863	38.731
Plumber	34.8645	35.6768	36.5687	37.4829
Painter Leading Hand	32.6046	33.3643	34.1984	35.0534
Painter	30.8207	31.5388	32.3273	33.1355
Painter Apprentice 1st Year	11.2734	11.5361	11.8245	12.1201
Painter Apprentice 2nd Year	16.0058	16.3787	16.7882	17.2079
Painter Apprentice 3rd Year	20.8261	21.3113	21.8441	22.3902
Painter Apprentice 4th Year	23.3552	23.8994	24.4969	25.1093
Labourer Grade 2	27.2727	27.9082	28.6059	29.321
Labourer Grade 3	29.1248	29.8034	30.5485	31.3122

P. J. NEWALL, Commissioner

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

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA14/8 - Kyogle Council Executive Managers' Enterprise Agreement 2014-2017

Made Between: Kyogle Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 26 September 2014.

Description of Employees: The agreement applies to all Executive Managers of the Council.

Nominal Term: 36 Months.

EA14/9 - Woollahra Municipal Council Waste Services Enterprise Agreement 2014

Made Between: Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA10/12.

Approval and Commencement Date: Approved and commenced 21 October 2014.

Description of Employees: The Agreement applies to all employees employed by Woollahra Municipal Council in its Waste Services Section located at 536 New South Head Road, Double Bay NSW 2028, employed as Team Leaders, Relief Drivers, Collectors, Support Officer, and Waste Compliance Officer, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

EA14/10 - Woollahra Municipal Council Street Cleaners Enterprise Agreement 2014

Made Between: Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA10/14.

Approval and Commencement Date: Approved and commenced 21 October 2014.

Description of Employees: The agreement applies to employees employed by Woollahra Municipal Council, located at 536, New South Head Road, Double Bay NSW 2028, employed as Team Leaders, Operational Workers, and Mechanical Sweeper Operators employed in the Council's Street Cleaning Section who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

EA14/11 - Woollahra Municipal Council Business Centres Enterprise Agreement 2014

Made Between: Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 21 October 2014.

Description of Employees: The agreement applies to Business Centre Team Leaders, Business Centre Operational Workers, and Beach Cleaning Operational Workers, employed by Woollahra Municipal Council, located at 536 New South Head Road, Double Bay NSW 2028, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

EA14/12 - Gosford City Council (Electricians) Enterprise Agreement 2014

Made Between: Gosford City Council -&- the Electrical Trades Union of Australia, New South Wales Branch.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 22 October 2014.

Description of Employees: The agreement shall apply to all employees of Gosford City Council, located at 49 Mann St, Gosford NSW 2250, who fall within the scope of clause 39, Area, Incidence and Duration, of the Local Government (Electricians) (State) Award, with the exception of persons who are designated 'senior staff' pursuant to section 332 of the Local Government Act 1993 (NSW).

Nominal Term: 36 Months.

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

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

CA14/5 – Veolia Environmental Services NSW Contract Carriers Agreement 2014

Made Between: Veolia Environmental Services (Australia) Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces CA10/1

Approval and Commencement Date: Approved 17 September 2014 and commenced 1 July 2013.

Description of Employees: The Contract Agreement applies to all carriers employed by Veolia Environmental Services (Australia) Pty Ltd, located at the corner of Unwin & Shirley St, Rosehill, NSW 2142, engaged in the Solid Commercial Waste Division who provide transport and cartage services for the collection and removal of waste to and from various locations.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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Crown Employees (Roads and Maritime Services - School Crossing Supervisors) Award	VIRC 28
Crown Employees (Roads and Maritime Services - School Crossing Supervisors) Award	VIRC 764
Crown Employees (Roads and Maritime Services Traffic Signals Staff) Award	AIRC 30
Crown Employees (Roads and Maritime Services Traffic Signals Staff) Award	VIRC 77
Crown Employees (Roads and Maritime Services Traffic Signals Staff) Award	VIRC 765
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2014	AIRC 421
Crown Employees NSW Adult Migrant English Service (Teachers and Related Employees) Award 2014	AIRC 766
Hair and Beauty (State) Award	VSW 495
Health Employees' Conditions of Employment (State) Award	CORR 498

Health, Fitness and Indoor Sports Centres (State) Award	VSW	499
Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2014	AIRC	795
Illawarra Venues Authority Australian Workers Union (State) Award 2011	VIRC	1239
Local Government (Electricians) (State) Award	VSW	79
Local Government (State) Award 2014	AIRC	817
Marine Charter Vessels (State) Award	VSW	81
Miscellaneous Workers Home Care Industry (State) Award	VSW	504
Motels, Accommodation and Resorts, &c. (State) Award	VSW	506
Nurses' (Department of Family and Community Services - Ageing, Disability and Home Care) (State) Award 2011	VIRC	1243
Nurses' (Private Sector) Training Wage (State) Award	VSW	83
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Riverina Water Council Enterprise Award 2013	AIRC	264
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Roads and Maritime Services Consolidated Salaried Award 2014	AIRC	904
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Services NSW (Salaries and Conditions) Employees Award	AIRC	513
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South Sydney City Council Wages Staff Award 2014	AIRC	1041
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State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2012	VIRC	199
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Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2014	AIRC	1255
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