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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance and Innovation.

(Case No. 196829 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

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Clause No. Subject Matter

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2. Definitions

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

3. Parties

- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
- The Department of Finance, Services and Innovation.
- Industrial Relations Secretary
- Construction, Forestry, Mining and Energy Union
- (Construction and General Division) NSW Divisional Branch
- Plumbers Union NSW
- Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

4. Incidence and Period of Operation

- 4.1 This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2 This award shall take effect on 1 July 2019 and remains in force until 30 June 2020 or until varied or rescinded.
- 4.3 The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4 This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2018 published 28 November 2018 (383 I.G. 681).

5. Workplace Reform

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

6. Categories of Employment

- 6.1 The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:
 - 6.1.1 for a specified term ("temporary employee"); or
 - 6.1.2 for the duration of a specified task ("temporary employee"); or
 - 6.1.3 for duties that are irregular, intermittent, short-term, urgent or other work as and when required ("casual employee").

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

7. Rates of Pay

- 7.1 The classifications and salary rates are set out in Table 1 - Wages Classification and Salary Schedules of this Award.
- 7.2 The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.
- 7.3 Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4 Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 2A:
- 7.4.1 Stonemason-carvers in item 28
 - 7.4.2 Electricians in item 29
 - 7.4.3 Plumbers (Welders special) in item 30

8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
 - 8.2.2 Distant Work
 - 8.2.3 Payment for Loss of Tools
 - 8.2.4 Tool Allowance
- 8.3 Fares and Travelling Time
- 8.3.1 An allowance listed in Table 2B item 44, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
 - 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
 - 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
 - 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 B at item 43.
 - 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
 - 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.
- 8.4 Distant Work
- 8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.
 - 8.4.2 For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

- 8.4.3 Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.
- 8.4.4 While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.
- 8.4.5 Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:
- 8.4.5.1 the completion of the project; or
 - 8.4.5.2 within three months of its being worked; or
 - 8.4.5.3 is paid at ordinary rates.
- 8.4.6 An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:
- 8.4.6.1 who leaves of their own free will; or
 - 8.4.6.2 is dismissed for misconduct
- before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.
- 8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2B item 47.
- 8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2B:
- 8.4.8.1 for each day residing away from the usual place of residence in item 48 or
 - 8.4.8.2 for each week of seven calendar days in item 49.
- 8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.
- 8.4.10 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.
- 8.4.11 An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

8.4.12 The employee shall inform the Department in writing of subsequent change to the usual place of residence.

8.4.13 If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

8.4.14 In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

8.4.15 The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

8.5 Payment For Loss of Tools

8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2 B item 50 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

8.5.2 Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

8.5.3 Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

8.5.4 Provided that for the purposes of this subclause:

8.5.4.1 Only tools used by the employee in the course of their employment shall be covered by this subclause.

8.5.4.2 The employee shall, if requested to do so, furnish the Department with a list of tools so used.

8.5.4.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

8.5.4.4 The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

8.5.4.5 It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

8.6 Tool Allowance

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

- 8.6.1.1 Item 39:
- Carpenter/Joiner

- Stonemason-carver
- Stonemason
- Plumber
- Electrician
- Plasterer

8.6.1.2 Item 40:

- Bricklayer

8.6.1.3 Item 41:

- Slater & Tiler

8.6.1.4 Item 42:

- Painter

8.7 All Purpose Payment in Lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

8.7.1.1 Wages Staff employees Levels 9, 10, 11 and 12.

8.7.1.2 Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

8.7.2 All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

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

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

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

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

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2A, item 32.

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

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

the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

8.8 Thermostatic Mixing Valves Allowance

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

8.9 Driving Van Allowance

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

8.10 Allowances Review

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

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

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

9. Pay Arrangements

9.1 Fortnightly Payment

9.1.1 Employees shall be paid fortnightly.

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

9.2 Leave Loading

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

10. Hours of Work

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

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

- 10.3 Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.
- 10.4 Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.
- 10.5 Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.
- 10.6 Five hour break: an employee should not work for more than 5 hours without a break for a meal.
- 10.7 Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:
 - 10.7.1 the prescribed weekly hours of duty;
 - 10.7.2 the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
 - 10.7.3 the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
 - 10.7.4 the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- 10.8 Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

11. Overtime

- 11.1 Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.
- 11.2 An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

12. Career Development and Training

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

Approved training will be conducted without loss of pay.

13. Rostered Days Off

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

14. Performance Management

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

15. Relocation Package

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

16. Leave

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

16.1.1 Annual Leave Loading

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

16.1.2 Family And Community Service Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.1.3 Sick Leave

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

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

16.1.4 Paid Parental Leave

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

otherwise meet the requirements for taking parental leave as set out in clause 31, General Leave Conditions and Accidental Pay of the Crown Employees (Skilled Trades) Award; and

apply for parental leave within the time and the manner determined by the Department Head; and

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

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

Parental leave is available to male or female staff.

16.1.5 Paid Maternity Or Adoption Leave

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

16.1.6 Extended Leave After 7 Years' Service

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

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

16.1.7 Double Pay Extended Leave

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

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

Other leave entitlements, e.g., recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

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

16.1.8 Public Holidays Whilst On Extended Leave

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

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

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

17. Grievance and Dispute Resolution

- 17.1 Subject to the provisions of the *Industrial Relations Act* 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4 If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.
- 17.5 If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6 An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7 Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

18. Anti-Discrimination

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

19. Consultative Arrangements

- 19.1 The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2 The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3 The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4 The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5 Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

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

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

19.6 Mass Meetings

19.6.1 Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

19.7 The Department shall consult with the Unions prior to the introduction of any technological change.

20. Workplace Representatives

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

20.2 Trade Union Training

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

21. Deduction of Union Subscriptions

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

22. Private Use of Business Vehicles

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

23. Relationship to Awards, Agreements Etc.

23.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

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

Crown Employees (Skilled Trades) Award, clause 4, Allowances

24. Award Safety Net

24.1 If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that

payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.

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

25. Leave Reserved

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

26. Assistance with Public Transport

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

27. No Extra Claims

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

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

APPENDIX ONE

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

Levels 1 to 6

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

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

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

Level	Definition	Scope of Work	Responsibility
7 (115%)	An employee who is performing duties across more than one stream or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
8 (120%)	An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <ul style="list-style-type: none"> Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams. Research, prepare and present complex reports. Monitor, evaluate and recommend changes to quality and WH&S programs. Demonstrate an appreciation of the inter-relationship of various areas. Play an active role in training whether for production or safety. Demonstrate supervisory skills beyond those of a Level 8 employee. 	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <ul style="list-style-type: none"> Diagnosing and solving problems. Training workers within or across areas Assisting in supervision or organisation of team operations within or across areas. Quality standards within or across areas.
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Level 10

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

Level 11 to 12

Level	Definition
<p>11 (139% - 147%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and WH&S requirements.</p> <p>In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of WH&S principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>

Level	Definition
Level 12 (152% - 156%)	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, WH&S, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within the Department policy, guidelines and objectives:</p> <p>supervise staff at the Department Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including oversighting and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for the Department Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>

APPENDIX TWO

APPRENTICES

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

1. Leave

Clause 16. - Leave of this Award shall have effect to the extent that it is inconsistent with clause 30, General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Table 3 - Apprentice Classification and Safety Schedules

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

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

4. Electrical Trade Apprentices

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

Apprentices to the electrical/electronic trades shall be paid the Tool Allowance in clause 8.6.1.1 at item 34 of Table 2 - Allowances of this Award in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

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

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all sub-clauses except:

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

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

For all Heritage and Building Services Group apprentices, other than plumbing apprentices, shall be as listed in Table 2 item 42

For plumbing apprentices as listed in Table 2 item 43.

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

APPENDIX THREE

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

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

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

BUILDING GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

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

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

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

STONEMASONS

For the above purposes, complicated stones are those that:

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

Examples include:

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

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

LABOURERS

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

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

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

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

GENERAL

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

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

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

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2019, the rates of pay set out under the heading 2019/20 shall be payable. These rates represent a 2.50% wage increase from 1 July 2019.

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

Table 1A - Wages Classification and Wage Schedules

Item	Award Code	Clause	Description	2018/19	2019/20
Percentage increase for wage and wage related allowances				2.5%	2.5%
1	1279	7.1	Level 1	92% (2008.28) 2008.30 pf	2,058.50 pf
2	1279	7.1	Level 2	95% (2075.32) 2075.30 pf	2,127.20 pf
3	1279	7.1	Level 3	97.50% 2132.00 pf	2,185.30 pf
4	1279	7.1	Level 4	100% (2182.84) 2182.80 pf	2,237.40 pf
5	1279	7.1	Level 5	105% (2305.94) 2305.90 pf	2,363.60 pf
6	1279	7.1	Level 6	110% (2401.27) 2401.30 pf	2,461.30 pf
7	1279	7.1	Level 7	115% (2510.53) 2510.50 pf	2,573.30 pf

8	1279	7.1	Level 8	120%	(2619.29) 2619.30 pf	2,684.80 pf
9	1279	7.1	Level 9	126%	(2750.69) 2750.70 pf	2,819.50 pf
10	1279	7.1	Level 10 Step 1	133%	2894.60 pf	2,967.00 pf
11	1279	7.1	Level 10 Step 2	135%	(2956.72) 2956.70 pf	3,030.60 pf
12	1279	7.1	Level 11 Step 1	139%	(3043.23) 3043.20 pf	3,119.30 pf
13	1279	7.1	Level 11 Step 2		3107.80 pf	3,185.50 pf
14	1279	7.1	Level 11 Step 3	147%	(3221.06) 3221.10 pf	3,301.60 pf
15	1279	7.1	Level 12 Step 1	152%	(3321.21) 3321.20 pf	3,404.20 pf
16	1279	7.1	Level 12 Step 2	156%	(3418.38) 3418.40 pf	3,503.80 pf

Table 1B - Survey and Spatial Classification and Wage Schedules

Item	Award Code	Clause	Description	2018/19	2019/20	
Percentage increase for wage and wage related allowances				2.5%	2.5%	
17	1279	7.1	Survey and Spatial Classification - Level 1	92%	(2008.28) 2008.30 pf	2,058.50 pf
18	1279	7.1	Survey and Spatial Classification - Level 2	95%	(2075.32) 2075.30 pf	2,127.20 pf
19	1279	7.1	Survey and Spatial Classification - Level 3	97.50%	2132.00	2,185.30 pf
20	1279	7.1	Survey and Spatial Classification - Level 4	100%	(2182.84) 2182.80 pf	2,237.40 pf

Table 1C - Apprentice Classification and Wage Schedules

Item	Award Code	Clause	Description	2018/19	2019/20
Percentage increase for wage and wage related allowances				2.5%	2.5%
Three Year Program					
21	1279	7.1	Apprentice 3 Year 1	(1359.77) 1359.80 pf	1,393.80 pf
22	1279	7.1	Apprentice 3 Year 2	(1708.88) 1708.90 pf	1,751.60 pf
23	1279	7.1	Apprentice 3 Year 3	(1952.52) 1952.50 pf	2,001.30
Four Year Program					
24	1279	7.1	Apprentice 4 Year 1	(1061.39) 1061.40 pf	1,087.90 pf
25	1279	7.1	Apprentice 4 Year 2	(1359.77) 1359.80 pf	1,393.80 pf
26	1279	7.1	Apprentice 4 Year 3	(1708.88) 1708.90 pf	1,751.60 pf
27	1279	7.1	Apprentice 4 Year 4	(1952.52) 1952.50 pf	2,001.30 pf

Table 2A - Wage Related Allowances

Item	Award Code	Clause	Description	2018/19	2019/20
Percentage increase for wage and wage related allowances				2.5%	2.5%
Special Allowances					
28	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	(146.06) 146.10 pf	149.70 pf
29	1279	7.4.2	All-purpose special allowance - Electricians	(146.06) 146.10 pf	149.70 pf
30	1279	7.4.3	All-purpose special allowance - Plumbers	(23.06) 23.10 pf	23.60 pf
All Purpose Allowances					
31	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	(61.14) 61.10 pf	62.70 pf
32	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	(68.78) 68.80 pf	70.50 pf
Other Allowances					
33	256	Clause 4.4 (Table 3)	Electrician Licence	(50.53) 50.50 pw	51.80 pw
34	256	Clause 4.6 (Table 3)	Plumber, GasFitters, Drainers License	2.49 ph	2.55 ph
35	256	Clause 4.12 (Table3)	Registration allowance	1.00 pd	1.03 pd
36	256	Clause 17.3 (Table3)	First Aid allowance	3.56 pd	3.64 pd
37	1279	8.8.1	Thermostatic mixing valves allowance	0.69 ph	0.71 ph
38	1279	8.9.1	Driving van allowance	2.83 pd	2.90 pd

Table 2B - Expense Related Allowances

Item	Award Code	Clause	Description	2018/19	2019/20
39	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	64.60 pf	65.80 pf
40	1279	8.6.1.2	Tool Allowance for: Bricklayer	46.20 pf	47.00 pf
41	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	33.60 pf	34.20 pf
42	1279	8.6.1.4	Tool Allowance for: Painter	15.80 pf	16.00 pf
43	1279	8.3.2	Private vehicle use	0.81 per kilometre	0.81 per kilometre
44	1279	8.3	Fares and Travelling Time	25.10 pd	25.60 pd
45			(fares)	15.10 pd	15.40 pd
46			(travelling time)	10.00 pd	10.20 pd

47	1279	8.4.7	Distance work - transporting tools	24.30 pd	24.70 pd
48	1279	8.4.8.1	Distance work - per day	75.25 pd	76.60 pd
49	1279	8.4.8.2	Distance work - per week	526.65 pw	536.10 pw
50	1279	8.5.1	Loss of tools	1873.40	1907.10

Method of Adjustment

Wages - fortnightly rates

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

Allowances

Wage related allowances (such as a first aid allowance) are increased by 2.5 per cent.

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

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

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 203778 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

Clause No. Subject Matter

1. Arrangement

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Arrangement
2. Title
3. Dictionary
4. Area, Incidence and Duration

SECTION 2 - TYPE AND CATEGORIES OF EMPLOYMENT, EMPLOYMENT RELATIONSHIP

5. Classification Structure

SECTION 3 - PERFORMANCE AND DEVELOPMENT

6. Training and Development
7. Multi-skilling
8. Performance Management Scheme

SECTION 4 - WAGE AND RELATED MATTERS

9. Wages
10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11. Higher Duties
12. Broken Shift Allowance

SECTION 5 - HOURS OF WORK

13. Hours of Work
14. Work performed on weekends
15. Public Holidays
16. Overtime

SECTION 6 - LEAVE

17. Leave
18. Family and Community Service Leave
19. Bereavement Leave

20. Personal/Carer's Leave
21. Parental Leave

SECTION 7 - WORK ENVIRONMENT

22. Anti-discrimination
23. Flexible Work Organisation
24. Secure Employment

SECTION 8 - DISPUTE RESOLUTION AND FACILITATIVE PROVISIONS

25. Deduction of Union Membership Fees
26. Dispute and Grievance Resolution Procedures
27. No Extra Claims

SCHEDULES

SCHEDULE A - MONETARY RATES

- Table 1 - Wages
Table 2 - Allowances

2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2019.

3. Dictionary

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

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

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

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

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

"Household Staff Grade 5" and occupies a position of Catering Supervisor.
- 3.7 "Normal Work" means the duties and responsibilities relevant to the statement of duties or position description of an employee or employees.

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

4. Area, Incidence and Duration

- 4.1 This award covers all household staff, employed under the Act in a Residential Agricultural High School in the following classifications:
- Household Staff Grade 1
Household Staff Grade 2
Household Staff Grade 3
Household Staff Grade 4
Household Staff Grade 5
- 4.2 This Award rescinds and replaces the Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2018 published 20 December 2019 (385 I.G. 919) and all variations thereof.
- 4.3 This award has a nominal term of 12 months from 1 July 2019 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2019.

5. Classification Structure

- 5.1 Household Staff - Grade 1

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

A Grade 1 position is one where the employee:

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

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

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

non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;

completion of basic stock control documentation such as requisition and ordering of goods;

general cleaning of dormitories, dining areas or other public areas of the boarding school;
purchasing and stock control duties, including receipt, ordering and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers;

general room attendant duties in boarding houses; and

repairs to linen or clothing.

5.2 Household Staff - Grade 2

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

A Grade 2 position is one where the employee:

undertakes duties which involve some initiative and decision making to a level of training held by the individual; and

has responsibility for the quality of their own work subject to routine supervision.

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

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

butchering and preparation of the various cuts of mutton, beef and pork, as required by the daily menus; and

clean and conduct routine maintenance of equipment, e.g. band saw, mincer, hand saw, knives, in compliance with occupational health and safety requirements and ensure that all work processes comply with the legislative requirements set by the NSW Food Authority.

5.3 Household Staff - Grade 3

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

A Grade 3 position is one where the employee:

works under minimal supervision to a level of training held by the individual;

plans their own and other work schedules as approved by the employer;

assists in the training and supervision of employees at lower levels; and

is competent in technical areas as required for the position.

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

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

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

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

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

5.4 Household Staff - Grade 4

Household staff Grade 4 means a person employed in the classification of First Cook (qualified).

A Grade 4 position is one where the employee:

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

is regularly required to exercise independent initiative and judgement;

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

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

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

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

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

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

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

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

5.5 Household Staff - Grade 5

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

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

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

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

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

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

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

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

6. Training and Development

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

7. Multi-Skilling

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

8. Performance Management Scheme

- 8.1 Objectives -
 - 8.1.1 Develop and improve the quality of employee performance.
 - 8.1.2 Focus work on the objectives of the Department's strategic plan and the school's plan.
 - 8.1.3 Provide performance related guidance and feedback on performance and achievements of objectives.
 - 8.1.4 Provide opportunities for employees to provide input into school planning.
 - 8.1.5 Support employee's career development needs.
- 8.2 Principles -
 - 8.2.1 The work of employees is centred on providing support to schools as identified in the school's plan.
 - 8.2.2 Performance Management:
 - (i) Focuses on the achievement of agreed objectives based on the Department's strategic plan and the school's plan;
 - (ii) Focuses on recognition of employee performance and development of skills;
 - (iii) Provides feedback which enables employees to improve the quality of their work;
 - (iv) Is a continuous and systematic process with clearly stated purposes;
 - (v) Provides for review and reassessment of the roles and responsibilities of employees within the context of changes in the school's plan; and

- (vi) Includes regular progress review meetings and an annual performance meeting between the employee and supervisor to provide feedback on performance and achievements and to identify training and development needs.

8.3 Process -

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

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

8.4 Documentation -

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

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

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

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

9. Wages

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

9.2 The maximum rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay of the classification in which the employee is engaged for the actual number of hours worked.

9.3 The hourly equivalent for the purpose of subclause 9.2 shall be:

9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or

9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.

9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:

9.4.1 a loading of 33 1/3% for casual work Monday to Friday;

- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any variations to or successor instruments to the said award.

10. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 7, Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any variation to or successor instruments to the said award shall apply.

11. Higher Duties

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

12. Broken Shift Allowance

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

13. Hours of Work

- 13.1 Subject to subclause 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:
- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.
- 13.1.2 the actual ordinary hours worked by a full time employee in any week may, by written agreement between the principal and the employee, be averaged over a period of four weeks between the hours of 6.00 am and 8.00 pm provided that:
- (i) the total ordinary hours worked in the four week period must not exceed 152 hours;

- (ii) full time employees are required to be on duty for a minimum of three hours on any one rostered day.
- 13.1.3 the ordinary hours as specified in subclause 13.1 of this clause shall be arranged so that the hours worked on each day shall include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked). The proportion shall accumulate to allow the employee to take one rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve days per annum.
- 13.1.4 where the day off provided under subclause 13.1.3 of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- 13.1.5 by agreement of the principal rostered days off may accumulate and may be scheduled during the appropriate vacation periods to suit the needs of the employer. Such accumulation is not to exceed five days. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and principal throughout the year.
- 13.1.6 an employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements in respect of the rostered day off.
- 13.1.7 each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 13.1.8 accrued rostered days off, where taken, shall be regarded as days worked for accrual purposes in the particular twenty day shift cycle.
- 13.1.9 time towards a rostered day off shall not accrue whilst an employee is on the first four weeks of recreation leave accrued each year.
- 13.1.10 where an employee is absent on extended leave and/or worker's compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or worker's compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- 13.1.11 employees on an ordinary weekly or fortnightly roster shall be granted two days off duty each week.
- 13.1.12 shift rosters may be changed on seven days notice or at any time by mutual consent, or in exceptional circumstances on twelve hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- 13.2 Part time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the principal and the employee, to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- 13.3 Casual employees shall not be eligible to accumulate time in accordance with the provisions of this award for the benefit of the 38 hour week, 19 day month.
- 13.4 The starting and finishing times of employees shall be as determined by the principal to suit the needs of the school following consultation with the employees.
- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

14. Work Performed on Weekends

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

Saturday - time and one half;

Sunday - time and three quarters;

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

15. Public Holidays

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

16. Overtime

- 16.1 The principal may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement, provided that an employee shall have ten hours off duty between the termination of work on one day and the commencement of ordinary work on the next day.
- 16.2 Subject to subclause 16.1, the principal may require an employee to work reasonable overtime at overtime rates.
- 16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 16.4 For the purposes of clause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to an employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if given) by the principal of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- 16.5 Subject to the provisions of clause 13 of this award, overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all time worked:
- 16.5.1 in excess of the daily rostered hours on any one day (inclusive of time worked for accrual purposes in accord with the provisions for a 38 hour week, 19 day month); or
- 16.5.2 in excess of 38 hours per week where a weekly roster is observed; or

- 16.5.3 in excess of 76 hours per fortnight where a fortnightly roster is observed; or
 - 16.5.4 in excess of 152 hours per four week period where a four week roster is observed; or
 - 16.5.5 on normal rostered days off; or
 - 16.5.6 in excess of the maximum spread of hours (inclusive of the time worked for accrual purposes in accordance with the provisions of a 38 hour week, 19 day month).
- 16.6 Provided that overtime worked on Sundays shall be paid for at the rate of double time and where an employee is brought in to work overtime on a Sunday which is the employee's rostered day off, the employee shall be paid for such overtime with a minimum payment of four hours at that rate and provided that overtime worked on a public holiday shall be paid at the rate of double time and one half.
 - 16.7 An employee required to work overtime of two hours or more without being notified on the previous day or earlier shall be supplied with a meal by the employer.
 - 16.8 In computing overtime each day's work shall stand alone.
 - 16.9 For the purpose of calculating overtime payments, the hourly rate of pay shall be determined by dividing the weekly rate of pay by 38.
 - 16.10 An employee who works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
 - 16.11 The following provisions shall apply to the leave in lieu:
 - 16.11.1 the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
 - 16.11.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - 16.11.3 the leave must be taken at the convenience of the school, except when leave in lieu is being taken to look after a sick family member in terms of subclause 20.1.1 of this award;
 - 16.11.4 the leave shall be taken in multiples of a quarter day;
 - 16.11.5 leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the school and taken by the employee within three months of accrual unless alternate local arrangement have been made;
 - 16.11.6 at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave and may be taken in conjunction with annual leave; and
 - 16.11.7 an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

17. Leave

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

17.2 Stand Down -

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

17.3 Additional Leave -

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

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

17.4 Sick Leave -

17.4.1 Sick leave shall be granted in accordance with the Regulation.

17.4.2 No employee shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

17.4.3 In accordance with existing provisions, the employer will exercise the right to call for proof of illness.

17.5 Annual Leave Loading -

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

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

18. Family and Community Service Leave

18.1 The Secretary shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 18.2 of this clause. The Secretary may also grant leave for the purposes in subclause 18.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 18.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 18.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - 18.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 18.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
 - 18.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 18.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Secretary considers the granting of family and community service leave to be appropriate in a particular case.
- 18.3 Family and community service leave may also be granted for:
- 18.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - 18.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 18.4 The definition of "family" or "relative" in this clause is the same as that provided in clause 20.1.3 of clause 20, Personal/Carer's Leave of this award.
- 18.5 Family and community service leave shall accrue as follows:
- 18.5.1 two and a half days in the staff members first year of service;
 - 18.5.2 two and a half days in the staff members second year of service; and
 - 18.5.3 one day per year thereafter.
- 18.6 If available family and community service leave is exhausted as a result of natural disasters, the Secretary shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.7 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 20, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 18.8 The Secretary may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

19. Bereavement Leave

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 20.1.3 below.
- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.

- 19.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave in subclause 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 of clause 20, Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.
- 19.8 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Personal/Carer's Leave

20.1 Use of Sick Leave Entitlements

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

20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Secretary may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

20.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

- (i) The employee being responsible for the care and support of the person concerned; and
- (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

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

1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

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

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

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

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

20.2 Use of Unpaid Leave for Family Purposes

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

20.3 Use of Annual Leave -

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

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

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

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

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

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

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

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

20.5 Use of Make-up Time

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

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

20.6 Use of Rostered Days Off

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

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

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

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

21. Parental Leave

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

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

the employee or employee's spouse is pregnant; or

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

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

21.3 Right to Request

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

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

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

21.4 Communication During Parental Leave

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

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

21.4.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

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

22. Anti-Discrimination

22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age, and responsibilities as a carer.

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

22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

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

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

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

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

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

23. Flexible Work Organisation

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

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

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

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

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

24. Secure Employment

24.1 Work Health and Safety

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

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

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

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

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

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

24.2 Disputes Regarding the Application of this Clause

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

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

25. Deduction of Union Membership Fees

25.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

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

25.3 Subject to (25.1) and (25.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

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

25.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

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

26. Dispute and Grievance Resolution Procedures

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

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

26.1.2 An employee may request to be represented by a Union representative.

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

26.1.4 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Union may raise the matter with an appropriate officer of the

Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.

26.1.5 Where the procedures in subclause 14.1.4 do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy-Secretary, Corporate Services Department and the Secretary of the Union. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

26.3 Whilst the above procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties. In the case of a dispute involving occupational health and safety normal work shall proceed in such a manner to avoid any risk to an employee of the Department or member of the public. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

27. No Extra Claims

27.1 Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

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.

SCHEDULE A

MONETARY RATES

Table 1 - Wages

Household Staff -

Classification	Weekly Rate as at 1.7.2019 \$	Weekly Rate Effective from the first full pay period on or after 1.7.2019 \$
Household Staff Grade 1 Kitchen Hand or Useful Cleaner Room Attendant Dining Room Attendant Laundry Attendant Stores Steward	813.40 pw	833.70 pw
Household Staff Grade 2 Butcher (casual) Cook (unqualified) Cook (unqualified)	822.50 pw	843.10 pw
Household Staff Grade 3 Laundry Supervisor Cook (qualified) Dining Room Supervisor Housekeeper/Cleaning Supervisor	847.30 pw	868.50 pw

Household Staff Grade 4 First Cook (qualified)	891.30 pw	913.60 pw
Household Staff Grade 5 Catering Supervisor	931.10 pw	954.40 pw

Table 2 - Allowances

Clause	Description	Weekly Rate as at 1.7.2019 \$	Weekly Rate Effective from the first full pay period on or after 1.7.2019 \$
Clause 12.2	Broken Shift Allowance	12.25	12.56

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF COMMUNITIES AND JUSTICE) RESIDENTIAL CENTRE SUPPORT SERVICES STAFF AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 201268 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
4.	School Based Apprentices
5.	Higher Duties Allowance
6.	Hours
7.	Roster of Hours
8.	Part-time Staff Member
9.	Conditions Relating to Payment of Allowances for Work Performed at Weekends
10.	Overtime
11.	Uniforms
12.	Notice Board
13.	Recreation Leave
14.	Paid Special Sick Leave
15.	Public Holidays
16.	Meals
17.	Association Representative
18.	Settlement of Disputes
19.	Anti-Discrimination
20.	Overtime, Penalty Rates and Part-time Rates
21.	General Conditions of Employment
22.	No Extra Claims
23.	Area, Incidence and Duration

PART B

- Schedule A - Rates of Pay
- Schedule B - Special Allowances
- Schedule C - Allowances
- Schedule D - Salary Arrangements of Existing Staff Members, Services Support Officer

1. Definitions

"Act" means the *Government Sector Employment Act 2013* and its Regulations.

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

"Casual Employee" means any employee engaged pursuant to section 42(c) of the *Government Sector Employment Act 2013* and its Regulations or Rules thereof or as amended from time to time.

"Chef"

Hunter Residences:

'Head Chef' means a food production manager who has overall responsibility for food preparation and the supervision of other staff involved in food preparation, timetabling for blast chilling, food banking, despatch and quality assurance in a cook/chill operation.

'Chef' means a person responsible for all facets of food preparation and compliance with quality assurance requirements in a cook/chill operation.

Metro Residences:

'Head Chef' means a person responsible for the overall food preparation and the supervision of staff involved in food preparation, requisitioning and storage of stores requires for the food preparation and serving of meals and quality assurance in a large cook fresh kitchen.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation and in the day to day supervision of staff involved in all aspects of food preparation including cleaning and food dispatch.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation in a large cook fresh kitchen.

Other Residences:

'Head Chef' means a person who is responsible for the overall operations of a kitchen including cooking, cleaning, ordering of stores, storage of food supplies and supervision of other staff.

'Deputy Head Chef' means a person who assists the Head Chef in all aspects of food preparation on a day to day basis.

'Chef' means a person, other than a Head or Deputy Head Chef, as defined above, who is involved in all aspects of food preparation.

"Day Worker" means a worker who works his/her ordinary hours from Monday to Friday, inclusive, and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of a shift system.

"Department" means the Department of Communities and Justice.

"Department Head" means the Secretary of the Department of Communities and Justice.

"Large Residential Centre" or "LRC" means a Centre operated by the Department where direct care services are provided to developmental disability clients in other than a Community Residential Centre.

"Service" means continuous years of service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Shift Worker" means a worker who is not a day worker as defined.

"Services Support Officer" -

"Services Support Officer, Grade 1" means a staff member appointed as such who is required to perform any or all of the following duties: general cleaning duties and other duties of a household-chore type, laundry duties using domestic machinery, and seamstress duties.

"Services Support Officer, Grade 2" means a staff member appointed as such who is required to perform, in addition to the duties appropriate to a Services Support Officer Grade 1, any or all of the following duties: high cleaning, outside cleaning, stripping and/or sealing of floors, operation of industrial/commercial type washing machines, sanitising of equipment, the cooking and/or preparing of light refreshments (e.g., eggs, toast, salads), making unoccupied beds.

"Services Support Officer, Grade 3" means a staff member appointed as such who is required to perform duties associated with maintaining a stores or supplies area, or undertake handyman type duties or regularly assisting trades staff.

"Staff member" means a staff member or temporary employee as defined in the Act and, unless otherwise specified in this award, includes both full-time and part-time staff.

2. Salaries

Rates of pay and allowances payable to staff members employed under this award shall be those as set out in Part B of this award, which reflect an increase of 2.5% to salaries and salary related expenses from the commencement of the first full pay period on or after 1 July 2019.

Staff members employed in a position covered by the classification of Services Support Officer and who were in receipt of salaries other than those prescribed in Part B, Monetary Rates, for that classification as at 19 April 1999 shall continue to receive the salaries specified in Schedule D - Salary Arrangements of Existing Staff Members, Services Support Officer, of the said Part B.

No future appointments are to be made to the classifications in Schedule D.

3. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (1) The entitlement to salary package in accordance with this clause is available to:
 - (i) permanent full-time and part-time employees;
 - (ii) temporary employees, subject to the Department or agency's convenience; and
 - (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (7).
- (2) For the purposes of this clause:
 - (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (3) By mutual agreement with the Department Head, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (i) a benefit or benefits selected from those approved by the Department Head; and

- (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (4) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
 - (5) The agreement shall be known as a Salary Packaging Agreement.
 - (6) Except in accordance with sub-clause (7), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
 - (7) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
 - (8) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
 - (9) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
 - (10) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (9) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
 - (11) Where the employee makes an election to salary package:
 - (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to

the rate of pay which would have applied to the employee under clause 3, Salaries of this Award if the Salary Packaging Agreement had not been entered into.

- (12) The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (13) The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

4. School Based Apprentices

(i) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(ii) Wages

(a) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(b) For the purposes of paragraph (ii)(a) of this clause, 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.

(c) The wages paid for training time may be averaged over the school term or year.

(d) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(iii) Progression through the Wage Structure

(a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(b) The rates of pay are based on a standard apprenticeship of four years. 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.

(iv) Conversion from a school based apprentice 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 award. This progression applies in addition to the progression achieved as a school based apprentice.

(v) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

5. Higher Duties Allowance

- (i) The provisions relating to Temporary Assignment Allowance from the *Government Sector Employment Act 2013* will apply.

- (ii) In instances where staff members are required to perform the duties of a higher classification for less than 5 consecutive days:
 - (a) For a minimum of a full shift.
 - (b) In a position which management assess as essential for the operation of the facility and maintenance of direct client services. Such assessment is to be made on an incident basis.

The staff member shall be paid an allowance at the rate equivalent to the difference between the staff member's salary and the minimum rate applicable to the higher classification for such time so spent on a daily, or full shift basis.
- (iii) This clause shall not apply when an employee in a higher grade is absent from duty by reason of his/her allocated day off duty as a consequence of working a 38 hour week.
- (iv) A Services Support Officer, Grade 1 or Grade 2, called upon to work as a Chef shall:
 - (a) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the whole day where the period of relief is for four hours or more;
 - (b) be paid an allowance at the rate for "Chef", appropriate to the location of the LRC for the actual period of relief where such period exceeds one hour but is less than four hours;
 - (c) not be paid any allowance where the period of relief is for one hour or less.

6. Hours

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m. Any positions that operate under a 35-hour week prior to the making of this award will remain as such under this award.
- (ii) The ordinary hours of work for shift workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle.
- (iii) Each day worker shall be free from duty for not less than two full days in each week and each shift worker shall be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such rostered days off duty shall be consecutive.
- (iv) The hours of work prescribed in subclauses (i), (ii) and (iii) of this clause shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his or her ordinary hours of work on not more than 19 days in the cycle.

The hours worked on each of those days shall be arranged to include a proportion of one hour (such proportion shall be on the basis of 0.4 of one hour for each eight-hour shift worked, and 0.5 of one hour for each ten-hour shift worked), which shall accumulate towards the staff member's allocated day off duty on pay.
- (v) Each staff member shall be entitled to 12 allocated days off per annum.
- (vi) The staff member's allocated day off duty, prescribed in subclause (iv) of this clause, shall be determined having regard to the needs of the LRC thereof. Where practicable, such allocated day off duty shall be consecutive with the rostered days off duty prescribed by subclause (iii) of this clause.
- (vii) Once set, the allocated day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the allocated day off duty is changed, another day shall be substituted in the current cycle. Should this not be practicable, the day must be given and taken in the next cycle immediately following.

- (viii) There shall be no accrual of credit towards an allocated day off duty for ordinary recreation leave taken in accordance with clause 14, Recreation Leave. However, where a staff member has accumulated sufficient time to take his/her allocated day off duty prior to entering on recreation leave, and that day would have been taken if the staff member had not gone on recreation leave, it shall be allowed to the staff member on the first working day immediately following the period of leave.

Where a staff member has not accumulated sufficient time for an allocated day off duty prior to entering on recreation leave, time in credit shall count towards taking the next allocated day off duty falling in sequence, after the staff member has returned to duty.

- (ix) A staff member entitled to allocated days off duty, in accordance with subclause (iv) of this clause, shall continue to accumulate credit towards his/her allocated day off duty whilst on sick leave. Where a staff member's allocated day off duty falls during a period of sick leave, the staff member's available sick leave shall not be debited for that day.
- (x) Where a staff member's allocated day off duty falls due during a period of workers' compensation, the staff member on returning to duty, shall be given the next allocated day off in sequence.
- (xi) Where a staff members allocated day off duty falls on a public holiday as prescribed by clause 15, Public Holidays, the next working day shall be taken in lieu thereof.
- (xii) All time between the rostered starting and ceasing times each day shall be paid for as working time, other than for one rostered meal break of no less than 30 minutes and no more than one hour. Provided that in any cases where the employer determines that the needs of the residents are such that staff members cannot be permitted to leave the employer's premises during any meal break, any time allowed for the partaking of a meal on the employer's premises shall be regarded as working time.
- (xiii) A period of 20 minutes shall be allowed to staff members for a morning or afternoon tea break and such period shall be included in the ordinary hours of work. Time taken for such breaks shall be without interruption to service.
- (xiv) There shall be a minimum break of eight hours between ordinary rostered shifts or a break equal in length to the shift previously worked, whichever is greater.
- (xv) The ordinary hours of work for a part-time staff member will be a specified number of hours which are less than those prescribed for a full-time staff member in subclauses (ii) and (iv) of this clause, with a minimum of three consecutive hours. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this award. Provided further that there shall be no interruption to the continuity of employment merely by reason of a staff member working on a "week-on, week-off" basis in accordance with this subclause.

7. Roster of Hours

- (i) The ordinary hours of work for each staff member shall be displayed on a roster in a place conveniently accessible to staff members. Where reasonably practicable, such roster shall be displayed two weeks, but in any case at least one week, prior to the commencing date of the first working period in any roster.

Provided, that this provision shall not make it obligatory for the Department to display any roster of ordinary hours of work of members of the relieving staff.

Provided further, that a roster may be altered at any time to enable the operation of the LRC to be carried on where another staff member is absent from duty on account of illness or in an emergency, but where any such alteration involves a staff member working on a day which would have been their rostered day off, such time worked shall be paid for at overtime rates.

Furthermore, where a change in roster occurs with less than 24 hours notice to the staff member affected, all time worked outside that shown on the staff member's roster (prior to the alteration) shall be paid for at overtime rates.

- (ii) Rosters providing for shift work at a location that is normally a day-work operation shall not be introduced until such time as the proposals relating thereto are conveyed to the Department for its approval and the opportunity has been given to the Association to discuss the matter with the Department and the LRC concerned.
- (iii) The additional allocated days off duty in accordance with clause 6, Hours, are to be shown on the roster of hours for each staff member.
- (iv) Any change in the displayed roster must be notified verbally or in writing to the staff member concerned.
- (v) The working of more than seven consecutive shifts by staff members is prohibited except where a staff member makes a special request which is agreed to by the Department.

8. Part-Time Staff Members

- (i) A part-time staff member is one who is permanently appointed to work a specified number of hours, which are less than the full-time hours, per week.
- (ii) Staff members engaged pursuant to subclause (i) of this clause shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in this award, with a minimum of three hours for each start.

In an emergency a part-time staff member may be allowed to work more than their specified number of hours and up to the specified full-time hours for the position and in such case will be paid for the hours actually worked at a rate calculated in accordance with subclause (ii) of this clause, plus 4/48ths in lieu of recreation leave for each additional hour worked.

Part-time staff members are entitled to payment of overtime in accordance with the provisions of clause 10, Overtime.

- (iii) Part-time staff members shall be entitled to all other benefits of this award not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

9. Conditions Relating to Payment of Allowances for Work Performed at Weekends

- (i) In addition to the rates prescribed by Rate of Pays in Part B, staff members included in Schedule A - Rates of Pay, shall be paid for all time other than overtime worked:
 - (a)
 - (1) on afternoon shift commencing at or after 10.00 a.m. and before 1.00 p.m., at the rate of ten per cent extra;
 - (2) on afternoon shift commencing at or after 1.00 p.m. and before 4.00 p.m., at the rate of 12.5 per cent extra;
 - (3) on night shift commencing at or after 4.00 p.m. and before 4.00 a.m., at the rate of 15 per cent extra;
 - (4) on night shift commencing at or after 4.00 a.m. and before 6.00 a.m., at the rate of ten per cent extra;
 - (b)
 - (1) between midnight Friday and midnight Saturday, at the rate of half time extra;
 - (2) between midnight Saturday and midnight Sunday, at the rate of three quarter time extra;

provided that these weekend rates shall be in substitution for and not cumulative upon the shift premiums prescribed in the preceding paragraph (a) of this subclause.

- (ii) In calculating overtime rates, the allowances referred to in subclause (i) of this clause shall be disregarded.

10. Overtime

- (i) Overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that all overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (ii) A staff member recalled to work overtime after leaving the employer's premises (where notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, staff members shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for a staff member to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (iii) When overtime work is necessary it shall be so arranged that staff members have at least eight consecutive hours off duty between the work on successive days or shifts.
- (iv) When a staff member works overtime as an extension of shift and ceases work at a time when reasonable means of transport are not available, he/she shall be paid at ordinary rates for the time reasonably spent travelling from the LRC to the staff member's home, with a maximum payment of one hour.

This subclause shall not apply in the case of a call back nor where the staff member has his/her own vehicle available for conveyance home.

- (v)
 - (a) All time worked by part-time staff members in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time staff members employed on that shift in the unit concerned, or, where there is no such majority of full-time staff members employed on that shift in the LRC concerned, all time in excess of eight hours per day, shall be paid for at the applicable overtime rates.
 - (b) Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time staff members employed on that shift in the unit concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
 - (c) All time worked by part-time staff members in excess of the hours prescribed for a full-time staff member in clause 6 Hours, shall be paid for at overtime rates.
- (vi) Subject to subclause (vii) of this clause a staff member may be directed by the Department Head to work overtime.
- (vii) A staff member may refuse to work overtime where the working of such overtime would result in the staff member working hours which are unreasonable.
- (viii) For the purpose of subclause (vii) of this clause, what is unreasonable or otherwise will be determined having regard to;
 - (a) any risk to staff member's health and safety;

- (b) the staff member's personal circumstances including any family and carer responsibilities, community obligations or study arrangements;
- (c) the urgency of the work required to be performed, the impact on operational commitments and the effect on client services;
- (d) the notice (if any) given by the employer of the overtime and by the staff member of his or her intention to refuse it; and
- (e) any other relevant matter.

11. Uniforms

- (i) Sufficient serviceable uniforms or overalls shall be supplied, free of cost, to each staff member required to wear them; provided that any staff member to whom a new uniform or part thereof has been supplied by the Department who, without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- (ii) A staff member on leaving the Department shall return any uniform or part thereof supplied by the Department which is still in use by that staff member immediately prior to leaving.
- (iii) If the uniform of a staff member is not laundered at the expense of the Department, an allowance, as prescribed in Schedule B - Special Allowances, of Part B of this award, shall be paid to such staff member .
- (iv) The allowance referred to in subclause (iii) of this clause is payable to full-time and part-time staff members but shall not be payable to casual employees.
- (v) Each staff member whose duties require them to work in rain shall be supplied with suitable protective clothing, where necessary.
- (vi) Each staff member whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

12. Notice Board

The LRC shall permit a notice board of reasonable dimensions to be erected in a prominent position upon which the Association representatives shall be permitted to post Association notices.

13. Recreation Leave

- (i) All staff members are entitled to four weeks leave per annum.
- (ii)
 - (a) Full-time and part-time staff members who are rostered to work their ordinary hours on Sundays and/or public holidays during a qualifying period of employment for recreation leave purposes shall be entitled to receive additional recreation leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during qualifying period of employment for Recreation Leave purposes	Additional Recreation Leave
4 to 10	1 day
11 to 17	2 days
18 to 24	3 days
25 to 31	4 days
32 or more	5 days

For part-time staff members, the "days" referred to in the above table will be equivalent to their pro rata contracted hours.

Provided that a staff member entitled to additional recreation leave by virtue of this subclause, may elect to be paid an amount equivalent to the value of their additional leave entitlement, in lieu of taking the additional leave. Such election is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (b) Provided further that on termination of employment staff members shall be entitled to payment for any untaken recreation leave due under this subclause, together with payment for any untaken leave in respect of an incomplete year of employment, calculated in accordance with this subclause.
- (iii) A shift worker, as defined in clause 1, Definitions, shall be paid whilst on recreation leave their ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if they had not been on recreation leave.

Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of recreation leave or for days which have been added to recreation leave in accordance with the provisions of clause 15, Public Holidays.

- (iv) Staff members shall be entitled to an annual leave loading of 17.5 per cent or shift penalties as set out in subclause (iv) of this clause, whichever is the greater, on up to four weeks recreation leave for non-shift workers and up to five weeks recreation leave for shift workers.

Payment of the annual leave loading will be on the first occasion a staff member takes two consecutive weeks leave for recreation purposes.

Such leave may be a combination of recreation leave, public holidays, extended leave (long service leave), leave without pay and rostered days off.

14. Paid Special Sick Leave

- (1) Paid special sick leave shall be granted by the Department if an employee satisfies the following criteria:
 - (i) has ten or more years of service
 - (ii) has been or will be absent for a period of at least three months; and
 - (iii) has exhausted or will exhaust, all sick leave entitlements.
- (2) Paid sick leave will be granted in accordance with the following table:

Completed years of service	Number of working days		
	5 day week	6 day week	7 day week
10	22	26	30
20	44	52	60
30	66	78	90
40	88	104	120
50	110	150	150

15. Public Holidays

- (i)
 - (a) Public holidays shall be allowed to staff members on full pay. Except as otherwise provided in this subclause, where a staff member is required to and does work on any of the holidays as set out in this subclause, whether for a full shift or not, the staff member shall be paid at time and a

half extra for the ordinary rostered hours of duty on that day. Such payment is to be in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday.

Provided that, if the staff member so elects, he/she may be paid at half time extra for the ordinary rostered hours and have one day added to his/her period of recreation leave for each public holiday worked in lieu of the provisions of the preceding paragraph.

Provided further that where a staff member is rostered for a shift which crosses midnight on a public holiday and the total rostered hours on the public holiday are less than the equivalent of a full shift, the shift will be deemed to have been worked on the day on which the majority of time was actually worked.

- (b) For the purpose of this clause, the following shall be deemed to be public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday as gazetted in the State of New South Wales.
 - (c) Shift workers rostered off duty on a public holiday shall:
 - (1) be paid one day's pay, 7.6 hours in the case of 38-hour week workers, in addition to the weekly rate; or, if the staff member so elects,
 - (2) have one day added to the staff member's period of recreation leave.
 - (d) The election referred to in paragraphs (a) and (c) of this subclause is to be made in writing by the staff member at the commencement of each year of employment and is irrevocable during the currency of that year of employment.
- (ii) In addition to those public holidays specified in paragraph (b) of subclause (i) of this clause, staff members shall be entitled to an extra public holiday each year.

Such public holiday will occur on a date which is agreed upon between the Association and the Department and shall be regarded for all purposes of this clause as any other public holiday.

The foregoing will not apply in areas where, in each year, a day in addition to the ten named public holidays specified in paragraph (b) of subclause (i) of this clause is proclaimed and observed as a public holiday, and will not apply in areas where, in each year, at least two half days in addition to the ten named public holidays are proclaimed and observed as half public holidays.

Provided, further, that in areas where in each year only one half day, in addition to the ten named public holidays, is proclaimed and observed as a half public holiday, for the purposes of this award, the whole day will be regarded as a public holiday and no additional public holiday which would otherwise apply, as a result of this subclause, will be observed.

- (iii) Part-time staff members who are employed regularly each week shall be entitled to the provisions of subclauses (i) and (ii) of this clause for public holidays which fall on the days which they would normally be required to work. Provided that if such a staff member is required to and does work on a public holiday as defined in the said subclauses (i) and (ii), the staff member shall be paid at the rate of double time and one-half.

16. Meals

- (i) Time not exceeding one hour and not less than 30 minutes shall be allowed for each meal; provided that, where a staff member is called upon to work for any portion of the meal break, such time shall count as ordinary working time.

- (ii) A staff member required to work overtime following on the completion of his or her normal shift for more than two hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.
- (iii) A staff member recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours' overtime, and all such time shall be counted as time worked.
- (iv) The meals referred to in subclauses (ii) and (iii) of this clause shall be allowed to the staff member free of charge. Where the Department is unable to provide such meals, a meal allowance will be paid in accordance with the allowance rates given in, and varied from time to time, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (v) Where a staff member is required to work an overtime shift on his or her rostered day off, or on a shift changed in accordance with clause 7, Roster of Hours, the appropriate meal breaks for that shift, as prescribed in subclause (i) of this clause, shall apply.
- (vi) Where practicable, staff members shall not be required to work more than five hours without a meal break.

17. Association Representative

A staff member appointed Association representative shall, upon notification thereof in writing to the Manager, be recognised as the accredited representative of the Association and shall be allowed the necessary time during working hours to interview the employer and staff members on matters affecting staff members

18. Settlement of Disputes

- (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 graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify, in writing, their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two 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 Department Head.
- (vi) The Department Head may refer the matter to the Department's Human Resources or Industrial Relations Branch for consideration.
- (vii) If the matter remains unresolved, the Department shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.

- (ix) The staff member, or the Association on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and the Department shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

19. Anti-Discrimination

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

Notes -

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

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

20. Overtime, Penalty Rates and Part-Time Rates

For the purpose of calculating overtime payments, penalty rates and part-time rates the hourly rate of pay shall be determined by dividing the weekly equivalent of the relevant annual salary by one thirty-eighth.

21. General Conditions of Employment

It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement award; the NSW Government Employment Portal; *Government Sector Employment Act 2013* and its Regulation and Rules.

22. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

23. Area, Incidence and Duration

This award shall apply to persons employed in the classifications contained in Part B of this award

This Award rescinds and replaces the Crown Employees (New South Wales Department of Family and Community Services) Residential Centre Support Services Staff Award 2018 published 2 August 2019 (384 I.G. 769) (and all variations thereof).

This award shall commence from 1 July 2019 and remain in force until 30 June 2020.

PART B

SCHEDULE A - RATES OF PAY

Classification	1.7.18 Per annum \$	1.7.19 Per annum \$
Transport Driver -		
Up to 2,950 kilograms	51,767	53061
Over 2,950 kilos & up to 4,650 kilos*	52,189	53494
Over 4,650 kilos & up to 7700 kilos*	52,632	53948
Over 7,700 kilos & up to 10,800 kilos*	53,169	54498
Over 10,800 kilos & up to 12,350 kilos*	53,628	54969
Over 12,350 kilos & up to 15,500 kilos*	54,052	55403
Over 15,500 kilos & up to 21,000 kilos*	54,582	55947
Over 21,000 kilos & up to 22,450 kilos*	55,030	56406
*Manufacturer's Gross Vehicle Mass		
Extra Hand	51,767	53061
Services Support Officer -		
Grade 1	47,567	48756
Grade 2	48,847	50068
Grade 3	50,440	51701
Apprentice Cook -		
1st six months (50%)	25,885	26532
2nd six months (70%)	36,238	37144
3rd six months (80%)	41,413	42448
4th six months (85%)	44,003	45103
5th six months (90%)	46,590	47755
6th six months (95%)	49,178	50407
Hunter Residences -		
Head Chef	69,895	71642
Chef	61,877	63424

Metro Residences -		
Head Chef	56,395	57805
Deputy Head Chef	54,052	55403
Chef	53,169	54498
Other Residences -		
Head Chef	54,052	55403
Deputy Head Chef	53,169	54498
Chef	51,767	53061
Outdoor Attendant Sewerage Works - Peat Island		
Gardener (Tradesperson)	57,094	58521
Gardener (non-Tradesperson)	53,628	54969
Instructor Woodwork -		
Without Qualifications - 1st Year	60,366	61875
Without Qualifications - 2nd Year	61,512	63050
Without Qualifications - Thereafter	62,139	63692
With Qualifications - 1st Year	61,975	63524
With Qualifications - 2nd Year	63,231	64812
With Qualifications - Thereafter	63872	65469
Technical Instructor Without Qualifications -		
1st Year	58,164	59618
2nd Year	58,636	60102
Thereafter	59,301	60784
Technical Instructor With Qualifications -		
1st Year	60,360	61869
2nd Year	60,808	62328
Thereafter	61,875	63422
Therapy Aide -		
1st Year	51,355	52639
2nd Year	52,636	53952
Thereafter	54,049	55400
Supervisor - Linen Distribution -		
Marsden, Grosvenor	52,141	53445

SCHEDULE B - SPECIAL ALLOWANCES

- (i) Services Support Officers Grade 2 shall receive an additional duties allowance of \$16.80 per week for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers), maintenance of bowling greens and sporting ovals.
- (ii) Services Support Officers Grade 2 regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department shall be paid an allowance at the rate of 3.40 per week; the allowance is not automatically adjusted in the future.
- (iii) Services Support Officers Grade 2 required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation shall be paid an allowance of \$10.05 per day or part thereof.
- (iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance of 96 cents per hour. The allowance shall be payable to Services Support Officers for those periods when they relieve Extra Hands and are required to handle wet and dry garbage.
- (v) Staff members covered by this award who are required to handle linen of a nauseous nature (other than in sealed bags) shall be paid an allowance of \$4.75 per shift.

- (vi) Leading Hand Allowance - A staff member, who is placed in charge of not less than two other staff members of substantially similar classification, shall be paid in accordance with the following:

	Per Week \$
In charge of 2 to 5 other staff members	34.60
In charge of 6 to 10 other staff members	49.35
In charge of 11 to 15 other staff members	62.85
In charge of 16 to 19 other staff members	76.95

This allowance will not be payable to those staff members whose classification and salary includes supervisory responsibilities.

- (vii) A Boiler Attendant required to attend more than one high pressure boiler shall receive an allowance of \$912 per annum.
- (viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department an allowance of \$5.90 per week shall be paid to such staff member.

SCHEDULE C - ALLOWANCES

Staff members shall be paid the following amounts when working in situations where the conditions encountered are not normally encountered by staff members of that classification:

- (i) Cold Places - Staff members working in places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid .85 cents per hour extra. Where the work continues for more than two hours, staff members shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
- (ii) Confined Spaces - Staff members working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid \$1.06 per hour extra.
- (iii) Dirty Work - Work which a supervisor and staff member agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate of 85 cents per hour above the rate prescribed by this award.
- (iv) Height Money - Staff members working at a height of 7.5 metres from the ground, deck, floor or water shall be paid 85 cents per hour extra and 25 cents per hour extra for every additional 3 metres. Height shall be calculated where it is necessary for the staff member to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect a staff member from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to staff members working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.
- (v) Hot Places - Staff members working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid 85 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius such staff members shall be paid \$1.06 per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, staff members shall also be entitled to 20 minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the staff members who claim the extra rate.
- (vi)
- (a) Insulation Material - Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in

insulating work shall be paid .69 cents per hour extra, or, if the insulating material be silicate, \$1.06 per hour extra, whether they are actually handling such material or not; provided that such insulation material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.

- (b) Asbestos - A staff member required to work with any materials containing asbestos or to work in close proximity to staff members 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 such staff members shall be paid 85 cents per hour whilst so engaged.

(vii) Wet Places -

(a)

(1) A staff member working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid 85 cent per hour extra; provided that this extra rate shall not be payable in respect to a staff member who is provided with suitable and effective protective clothing and/or footwear. A staff member who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

(2) Where a staff member is required to work in the rain, he/she shall be paid 85 cent per hour extra for the time so worked.

- (b) A staff member called upon to work knee-deep in mud or water shall be paid at the rate of \$6.60 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to a staff member who is provided with suitable protective clothing and/or footwear.

(viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$4.28 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.

(ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid 85 cents per hour.

(x) Swinging Scaffolds -

(a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid \$6.13 for the first four hours whilst so engaged, thence \$1.23 per hour thereafter.

(b) An staff member shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require a staff member to raise or lower a bosun's chair or swinging scaffold alone.

(xi) Spray Application - A staff member engaged on all spray applications carried out in other than a properly constructed booth approved by the WorkCover Authority shall be paid 85 cents per hour extra.

(xii) Roof Work - Staff members engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid \$1.06 per hour extra with a minimum payment of \$1.06.

(xiii) Explosive Powered Tools - Staff members required to use explosive powered tools shall be paid cents per hour extra with a minimum payment of \$1.95 per day.

- (xiv) Toxic and Obnoxious Substances -
 - (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid \$1.06 per hour extra.
 - (b) In addition, staff members applying such material in buildings which are normally air-conditioned shall be paid 71 cents per hour extra for any time worked when the air-conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing shall be supplied where recommended by the Department.
 - (d) Staff members working in close proximity to staff members so engaged shall be paid 85 cents per hour extra.
 - (e) For the purpose of this clause, all materials which are toxic or which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (xv) Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xvi) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

SCHEDULE D

Salary Arrangements of Existing Staff Members, Services Support Officers at 19/4/99

	Rate as at 1.7.18 Per annum \$	Rate as at 1.7.19 Per annum \$
Outdoor Attendant (Other) 11th year and thereafter. Current incumbents only.	51,357	52,641

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND
HERITAGE - ROYAL BOTANIC GARDENS AND DOMAIN TRUST
BUILDING AND MECHANICAL TRADES EMPLOYEES) AWARD
2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 204403 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Effects of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
6.	Wage Rates
7.	General Conditions of Employment
7A.	School Based Apprentices
8.	Consultative Committee
9.	Dispute Resolution Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
13.	No Extra Claims
14.	Area, Incidence and Duration
15.	Savings and Rights

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Title

- 1.1 This Award shall be known as the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2019.

2. Parties

2.1 This Award has been made between the following parties:

The Industrial Relations Secretary for the Office of Environment and Heritage (OEH);

Construction, Forestry, Mining Energy Union; and

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch).

3. Definitions

"Act" means the *Government Sector Employment Act 2013*.

"Award" means this Award.

"OEH" means the Office of Environment and Heritage.

"Organisation" means the Office of Environment and Heritage.

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* and who have been assigned to a role covered by this Award.

"Operative Date" means the date on which this Award is made by the Industrial Commission of New South Wales and becomes legally binding on the parties.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Supervision" means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of employees.

"Union" means the:

Construction, Forestry, Mining Energy Union (CFMEU); and

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch);

having regards for their respective coverage.

4. Intention

4.1 It is intended that this Award will align the wages of the employees employed under this Award with the employees employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007 published 21 October 2016 (380 I.G. 1256).

4.2 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

4.3 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the employees, and the community.

5. Effect of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

- 5.1 The parties agree:
- 5.1.1 Overtime - The overtime provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied, or any replacement Award shall apply to all employees covered by this Award.
- 5.1.2 Travelling Compensation - The travelling compensation provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or any replacement Award shall apply to all employees covered by this Award.
- 5.1.3 The provisions of sub-clauses 5.1.1 and 5.1.2 shall apply in lieu of the provisions of the Crown Employees (Skilled Trades) Award 2018, as varied or replaced, in respect of Excess Fares and Travelling Time, and Overtime.
- 5.2 Conditions of employment for employees covered by this Award are to be regulated by the following hierarchy:
- (i) this Award where stated; or
- (ii) the Crown Employees (Skilled Trades) Award 2018 where not regulated by this Award; or
- (iii) any conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award 2018 shall be provided by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.
- 5.3 Where there is an inconsistency between this Award, the Crown Employees (Skilled Trades) Award 2018 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, this Award shall prevail to the extent of the inconsistency.

6. Wage Rates

- 6.1 The wage rates paid to employees covered by this Award are specified in Part B, Rates and Allowances, Table 1.
- 6.2 Apprentice trades employees shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

Year One	45%
Year Two	60%
Year Three	75%
Year Four	85%

7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, employees shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Act.
- 7.2 The ordinary working hours shall be an average of 38 hours per week worked over a four (4) week settlement period.
- 7.3 Rostered Days Off - rostered days off (RDOs) shall be taken on days set by mutual agreement between employees and management. Where mutual agreement is not reached between employees and management as to the date on which the employee's RDO is to be taken, then the employee shall be entitled to take the day set by the Industry as the RDO for that month.
- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.

7.3.2 Employees may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.

7.4 Allowances

7.4.1 The parties agree that all allowances previously paid to employees covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in sub-clauses 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Part B, of Table 2.

7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to perform chokages.

7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to work with asbestos.

(i) The parties agree that employees who are required to work with asbestos will be provided with the appropriate safety equipment.

(ii) The parties also agree that employees have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.

7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to employees required to act on such a Licence.

7.4.5 Having regard to clause 6.1 of this Award, allowances contained in Part B, Table 2 have been increased by 2.5% per annum from the first pay period on or after 1 July 2018.

7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.

7.6 Employees covered by this Award are not required to provide their own tools.

7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award 2018.

7.8 Subject to an employee making written authorisation, the Royal Botanic Gardens shall deduct from the employee's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

7A. School Based Apprentices

7A.1 Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

7A.2 Wages

(i) The hourly rates for full-time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause 7A2 (i) of this clause, 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.

(iii) The wages paid for training time may be averaged over the school term or year.

- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

7A.3 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. 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.

7A.4 Conversion from a school based apprentice 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 Award. This progression applies in addition to the progression achieved as a school based apprentice.

7A.5 Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

8. Consultative Committee

- 8.1 A Royal Botanic Gardens and Domain Trust Joint Consultative Committee Sub-committee (the Sub-committee) shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Executive Director of the Royal Botanic Gardens and Domain Trust with regard to:
 - (i) implementation of the classification levels and progressions between classification levels as provided in clause 10, Classification Standards.
 - (ii) any other matters regarding the implementation of this Award.
- 8.2 The Sub-committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 8.3 Should the parties to the Sub-committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in clause 9 - Dispute Resolution Procedures, will be followed.

9. Dispute Resolution Procedures

- 9.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
 - 9.1.1 Should any dispute or difficulty arise or is considered likely to occur, in a particular workplace, the matter is discussed between the employee and the supervisor involved as soon as is practicable.
 - 9.1.2 The supervisor will discuss the matter with the employee(s) and/or the union delegate of the employee's representative within a reasonable time frame with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for processing.
 - 9.1.3 Should the matter remain unresolved, or should the matter be of a nature which involves multiple workplaces, then the employee, union delegate and/or union official or employee's representative may raise the matter with the Curator/Manager with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

- 9.1.4 Where the procedures in subclause 9.1.3 do not lead to a resolution of the dispute, question or difficulty, the matter will be referred to senior representatives of the Royal Botanic Gardens and Domain Trust management. The parties will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 9.1.5 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission.
- 9.1.6 Notwithstanding the intention of the parties to follow the steps in this clause, it is acknowledged that there may be limited circumstances where the parties may directly seek the assistance of the Industrial Relations Commission.

10. Classification Standards

10.1 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below.

10.2 Broadbanding Classifications

10.2.1 For the purposes of this Award, Level 5/6 is a broadbanded classification. Progression between Levels 5 and 6 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.

10.2.2 For the purposes of this Award, Level 7/8 is a broadbanded classification. Progression between Levels 7 and 8 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.

10.3 The following classification levels will apply in each Administrative Unit:

10.3.1 Level 5

An employee assigned to a role established at Level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised trades certificate or equivalent, or be able to demonstrate equivalent prior learning and possess the relevant interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level duties; and/or
 - (ii) provide visitor assistance; and/or
 - (iii) supervise apprentices; and
 - (iv) communicate with supervisors and other employees; and/or

10.3.2 Level 6

An employee assigned to a role established at level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised trades certificate, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:

- (i) perform advanced trade level duties; or
 - (ii) supervise apprentices; and
 - (iii) communicate with supervisors and other employees; and/or
 - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes that are to be agreed between the parties.

10.3.3 Level 7

An employee assigned to a role established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist work area as an individual or as the leader of a small team of employees (normally less than 6 employees) - supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other employees and/or the public.

10.3.4 Level 8

An employee assigned to a role established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
 - (i) manage a specialist work area as an individual or as the leader of a team of employees - supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to employees and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this Award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not 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 that, by its terms or operation, has a direct discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - (d) a party to this Award from pursuing or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 11.5 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.
- 11.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 11.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 12.1 The entitlement to salary package in accordance with this clause is available to:
- 12.1.1 ongoing full-time and part-time employees;
 - 12.1.2 temporary employees, subject to the OEH's convenience; and
 - 12.1.3 casual employees, subject to the OEH's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 12.7.
- 12.2 For the purposes of this clause:
- 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6 - Wage Rates, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 12.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll

deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

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

12.3.1 a benefit or benefits selected from those approved by the Secretary; and

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

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

12.5 The agreement shall be known as a Salary Packaging Agreement.

12.6 Except in accordance with sub-clause 12.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Executive Officer at the time of signing the Salary Packaging Agreement.

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

12.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

12.7.2 where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

12.7.3 subject to the OEH's agreement, paid into another complying superannuation fund.

12.8 Where the employee makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

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

12.9.1 *Police Regulation (Superannuation) Act 1906*;

12.9.2 *Superannuation Act 1916*;

12.9.3 *State Authorities Superannuation Act 1987*; or

12.9.4 *State Authorities Non-contributory Superannuation Act 1987*,

the OEH must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

12.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 12.9 of this clause, the OEH must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

12.11 Where the employee makes an election to salary package:

- 12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 12.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 12.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

13. No Extra Claims

- 13.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

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.

14. Area Incidence and Duration

- 14.1 This Award will apply to employees assigned to a role in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Royal Botanic Gardens Trust Division employed in the OEH.
- 14.2 This Award rescinds and replaces the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2018 published 20 December 2019 (385 I.G. 940), and all variations thereof.
- 14.3 This award has a nominal term of 12 months from 1 July 2019 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2019.

15. Savings and Rights

- 15.1 At the time of making this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award 2019 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2007 or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to the classifications covered by the Crown Employees (Skilled Trades) Award 2019 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2007 either by an application for variation, or by the making of a new Award.

PART B
RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification	Amount as at 01.07.19 Per Annum \$	2.5% increase effective from the first full pay period on or after 01.07.19 Per Annum \$
Apprentice Year 1	28,222.00	28,928.00
Apprentice Year 2	37,630.00	38,571.00
Apprentice Year 3	47,037.00	48,213.00
Apprentice Year 4	53,309.00	54,642.00
Trades Level 5/6 Year 1	62,715.00	64,283.00
Trades Level 5/6 Year 2	64,395.00	66,005.00
Trades Level 5/6 Year 3	66,199.00	67,854.00
Trades Level 5/6 Year 4	68,033.00	69,734.00
Trades Level 7/8 Year 1	69,964.00	71,713.00
Trades Level 7/8 Year 2	72,054.00	73,855.00
Trades Level 7/8 Year 3	74,334.00	76,192.00
Trades Level 7/8 Year 4	77,363.00	79,297.00

Table 2 - Allowances

Clause No. Brief Description	Amount as at 01.07.19 per annum	2.5% increase effective from the first full pay period on or after 01.07.19 \$
7.3.1 Chokage (per hour)	1.27	1.30
7.3.2 Asbestos (per hour)	1.01	1.04
7.3.3 Plumbers Licence (per hour)	1.76	1.80
7.3.4 Plumbers Registration (per hour)	1.00	1.03

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 203462 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Area, Incidence and Duration
4. No Extra Claims
5. Wages and Allowances
6. Facilitative Arrangement
7. Salary Packaging Arrangements
8. Carer's Leave
9. Anti-Discrimination
10. Dispute Resolution Procedures
11. Deduction of Union Membership Fees

Schedule A - List of Awards and Agreements Affected

PART B

MONETARY RATES

Schedule B - Rates of Pay

Schedule C - Work Related Allowances

Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2019.

3. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Government Sector Employment Act 2013* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2018 published 29 March 2019 (384 I.G. 86) and all variances.

This award has a nominal term of 12 months from 1 July 2019 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2019.

4. No Extra Claims

- (i) This Award provides rates of pay increases to the instruments listed at Schedule A of 2.5% with effect from the first full pay period to commence on or after 1 July 2019.
- (ii) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

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.

5. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in clause 4(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in clause 4(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

6. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
 - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
 - (b) Where applicable, the Industrial Relations Secretary and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
 - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
 - (1) the development of level descriptors;
 - (2) identification of structured training for the purposes of the level descriptors; and
 - (3) translation of existing staff into any new structure.
 - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Industrial Relations Secretary to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.

- (e) The usual Dispute Resolution procedures as set out in clause 10 will be followed by the industrial parties in the context of these negotiations.
- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.

- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

8. Carer's Leave

- (i) Use of Sick Leave:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
 - (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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

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

"household" means a family group living in the same domestic dwelling.
- (d) An 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 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 employer by telephone of such absence at the first opportunity on the day of the absence.
- (ii) 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 and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.
- (iii) Annual Leave:
- (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, 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.
 - (b) Access to annual leave, as prescribed in paragraph 8(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
 - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime:
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

- (b) 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.
 - (c) If, having elected to take time as leave in accordance with paragraph 8(iv)(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 or on termination.
 - (d) Where no election is made in accordance with the said paragraph 8(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (vi) Bereavement Leave:
- (a) 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 member of a class of person set out in subparagraph 8(i)(c)(2) above.
 - (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
 - (d) 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.
 - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

9. Anti-Discrimination

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

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

10. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

11. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to 11(i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

**SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN
EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2018**

1. (013) Crown Employees (Security and General Services) Award
2. (256) Crown Employees (Skilled Trades) Award
3. (745) Crown Employees (Transport Drivers, &c) Award
4. (1565) Farm Assistants (Department of Education and Communities) Wages and Conditions Award
5. (045) Crown Employees (Household Staff - Department of Education) Wages and Conditions Award
6. (1611) Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award
7. (1511) Crown Employees Conservation Field Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2019
8. (1298) Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2019

PART B

MONETARY RATES

SCHEDULE B - RATES OF PAY

Crown Employees (Security and General Services) Award - Rates of Pay

Clause 7 Rates of Pay Classification	Per week as at 1.7.19 \$	Per week as from the first full pay period on or after 1.7.19 \$
Security Officer		
Grade 1	912.10	934.90
Grade 2	944.10	967.70
Grade 3	987.30	1012.00
General Services Officer		
Grade 1	814.00	834.30
Grade 2	884.10	906.20
Grade 3	912.10	934.90
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	25.15	25.80

Application to school based employees of the Department of Education

Clause 7 Rates of Pay Classification	Per week as at 1.7.19 \$	Per week as from the first full pay period on or after 1.7.19 \$
Security Officer		
Grade 1	983.20	1007.80
Grade 2	1017.40	1042.80

Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance Classification	Per week as at 1.7.19 \$	Per week as from the first full pay period on or after 1.7.19 \$
Bespoke Bootmaker	961.80	985.80
Blacksmith	1052.10	1078.40
Body Maker, First Class	1041.60	1067.60
Boilermaker and/or Structural Steel Tradesperson	1041.60	1067.60
Boot or Shoe Repairer	944.10	967.70
Bricklayer	1041.60	1067.60
Bridge and Wharf Carpenter	1041.60	1067.60
Cabinet Maker	1081.00	1108.00
Carpenter and/or Joiner	1041.60	1067.60
Coach and/or Spray Painter	1041.60	1067.60
Drainer	1052.10	1078.40
Electrical Fitter	1110.70	1138.50
Electrical Instrument Fitter	1163.20	1192.30
Electrical Mechanic	1110.70	1138.50
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1184.30	1213.90
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1131.10	1159.40
Electronics Tradesperson	1276.10	1308.00
Farrier	1052.10	1078.40
Fitter	1041.60	1067.60
Forger and/or Faggoter	1041.60	1067.60
French Polisher	1081.00	1108.00
Machinist, A Grade (Woodworking)	1041.60	1067.60
Machinist, First Class (Metal Trades)	1060.20	1086.70
Marker-off	1052.10	1078.40
Mechanical Tradesperson - Special Class (as defined)	1099.60	1127.10
Motor Mechanic	1041.60	1067.60
Painter	1041.60	1067.60
Panel Beater	1041.60	1067.60
Patternmaker	1072.90	1099.70
Plant Electrician	1172.50	1201.80
Plant Mechanic	1041.60	1067.60
Plasterer	1041.60	1067.60
Plumber and/or Gasfitter	1052.10	1078.40
Radio Mechanic or Fitter	1110.70	1138.50
Refrigeration and/or Air Conditioning	1110.70	1138.50
Saw Doctor	1110.70	1138.50
Sawyer, No. 1 Benchperson	1060.20	1086.70
Scalemaker and/or Adjuster	1041.60	1067.60

Scientific Instrument Maker	1072.90	1099.70
Sewing Machine Mechanic	1041.60	1067.60
Sheetmetal Worker, First Class	1041.60	1067.60
Shipwright and/or Boatbuilder	1041.60	1067.60
Signwriter	1072.90	1099.70
Slater and Tiler	1041.60	1067.60
Stonemason	1041.60	1067.60
Stonemason-Carver	1110.70	1138.50
Tilelayer	1041.60	1067.60
Toolmaker	1072.90	1099.70
Toolsmith	1052.10	1078.40
Trimmer (Motor)	1041.60	1067.60
Turner	1041.60	1067.60
Watchmaker	1022.70	1048.30
Welder, Special Class	1052.10	1078.40
Welder, First Class	1041.60	1067.60

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.19 \$	Per week as from the first full pay period on or after 1.7.19 \$
1st year	450.30	461.60
2nd year	592.40	607.20
3rd year	758.80	777.80
4th year	875.20	897.10

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as at 1.7.19 \$	Per week as from the first full pay period on or after 1.7.19 \$
1st year	485.60	497.70
2nd year	638.80	654.80
3rd year	818.30	838.80
4th year	944.10	967.70

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.20. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

- (v) Apprentice patternmakers shall be paid the sum of \$1.20 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Crown Employees (Transport Drivers, &c.) Award - Rates of Pay

Clause 2 Wages	Classification	Per week as at 1.7.18 \$	Per week as from the first full pay period on or after 1.7.19 \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	936.10	959.50
(b)	Over 2950 and up to 4650	944.10	967.70
(c)	Over 4650 and up to 6250	951.70	975.50
(d)	Over 6250 and up to 7700	951.70	975.50
(e)	Over 7700 and up to 9200	961.80	985.80
(f)	Over 9200 and up to 10800	961.80	985.80
(g)	Over 10800 and up to 12350	970.20	994.50
(h)	Over 12350 and up to 13950	970.20	994.50
(i)	Over 13950 and up to 15500	977.80	1002.20
(j)	Over 15500 and up to 16950	987.30	1012.00
(k)	Over 16950 and up to 18400	987.30	1012.00
(l)	Over 18400 and up to 19750	987.30	1012.00
(m)	Over 19750 and up to 21100	987.30	1012.00
(n)	Over 21100 and up to 22450	994.90	1019.80
(o)	Over 22450 and up to 23850	994.90	1019.80
(p)	Over 23850 and up to 25200	994.90	1019.80
(q)	Over 25200 and up to 26550	1004.70	1029.80
(r)	Over 26550 and up to 27900	1004.70	1029.80
(s)	Over 27900 and up to 29300	1004.70	1029.80
(t)	Over 29300 and up to 30650	1004.70	1029.80
(u)	Over 30650 and up to 32000	894.30	916.70
(v)	Over 32000 and up to 33350	894.30	916.70
(w)	Over 33350 and up to 34750	1022.60	1048.20
(x)	Over 34750 and up to 36100	1022.60	1048.20
(y)	Over 36100 and up to 37450	1022.60	1048.20
(z)	Over 37450 and up to 38800	1022.60	1048.20
(aa)	Over 38800 and up to 40200	1032.80	1058.60
(ab)	Over 40200 and up to 41550	1032.80	1058.60
(ac)	Over 41550 and up to 42900	1032.80	1058.60
(ad)	Over 42900 and up to 44250	1041.30	1067.30
(ae)	Over 44250 and up to 45650	1041.30	1067.30
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	951.70	975.50
(b)	Over 3050 and not exceeding 5100	961.80	985.80
(c)	Over 5100 and not exceeding 6100	970.20	994.50
(d)	Over 6100 and not exceeding 7100	970.20	994.50
(e)	Over 7100 and not exceeding 8100	970.20	994.50
(f)	Over 8100 and not exceeding 9150	970.20	994.50
(g)	Over 9150 and not exceeding 10150	977.80	1002.20
(h)	Over 10150 and not exceeding 11200	977.80	1002.20
(i)	Over 11200 and not exceeding 12200	977.80	1002.20
(j)	Over 12200 and not exceeding 13200	987.30	1012.00
(k)	Over 13200 and not exceeding 14200	987.30	1012.00
(l)	Over 14200 and not exceeding 15250	987.30	1012.00

(m)	Over 15250 and not exceeding 16250	987.30	1012.00
(n)	Over 16250 and not exceeding 17250	994.90	1019.80
(o)	Over 17250 and not exceeding 18300	994.90	1019.80
(p)	Over 18300 and not exceeding 19300	994.90	1019.80
(q)	Over 19300 and not exceeding 20300	994.90	1019.80
(r)	Over 20300 and not exceeding 21350	1004.70	1029.80
(s)	Over 21350 and not exceeding 22350	1004.70	1029.80
(t)	Over 22350 and not exceeding 23350	1004.70	1029.80
(u)	Over 23350 and not exceeding 24400	1004.70	1029.80
(v)	Over 24400 and not exceeding 25500	1004.70	1029.80
(w)	Over 25500 and not exceeding 26400	1004.70	1029.80
(x)	Over 26400 and not exceeding 27450	1004.70	1029.80
(y)	Over 27450 and not exceeding 28450	1012.60	1037.90
(z)	Over 28450 and not exceeding 29450	1012.60	1037.90
(aa)	Over 29450 and not exceeding 30500	1004.70	1029.80
And for each additional 1000 kg or part thereof over		0.37	0.38
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	951.70	975.50
(b)	Over 4500 to 9100	970.20	994.50
(c)	Over 9100 kg	977.80	1002.20
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	961.80	985.80
(b)	Over 20350 kg	987.30	1012.00
5. Extra Hands		915.40	938.30

Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Rates of Pay

Clause 9 - Wages	As at 1.7.19	Per week as from the first full pay period on or after 1.7.19
	\$	\$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant - Class I	961.80	985.80
Farm Assistant - Class II	1105.80	1133.40
Flower Gardener	993.40	1018.20

Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Rates of Pay

Clause 4 - Wages	As at 1.7.19	From the first full pay period on or after 1.7.19
	\$	\$
Household Staff Grade 1		
Kitchen Hand or Useful Cleaner	813.40	833.70
Room Attendant	813.40	833.70
Dining Room Attendant	813.40	833.70
Laundry Attendant	813.40	833.70
Stores Steward	813.40	833.70
Household Staff Grade 2		
Butcher (casual)	822.50	843.10
Cook (unqualified)	822.50	843.10
Household Staff Grade 3		

Laundry Supervisor	847.30	868.50
Cook (qualified)	847.30	868.50
Dining Room Supervisor	847.30	868.50
Housekeeper/Cleaning Supervisor	847.30	868.50
Household Staff Grade 4		
First Cook (qualified)	891.30	913.60
Household Staff Grade 5		
Catering Supervisor	931.10	954.40

Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay

Clause 6 - Wage Rates	As at 1.7.19 (per year) \$	From the first full pay period on or after 1.7.19 (per year) \$
Electrical Preparator - Grade 1		
Year 1	62,670.00	64237.00
Year 2	64,393.00	66003.00
Year 3	66,197.00	67852.00
Electrical Preparator - Grade 2		
Year 1	68,706.00	70424.00
Year 2	71,391.00	73176.00
Senior Electrical Preparator - Grade 1		
Year 1	74,333.00	76191.00
Year 2	75,686.00	77578.00

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2018 - Rates of Pay

Schedule 1 - Wage Rates	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
Trainee	910.30	933.10
Grade I	948.80	972.50
Grade II	1000.20	1025.20
Grade III	1053.60	1079.90
Grade IV	1082.80	1109.90
Grade V	1143.90	1172.50
Grade VI	1219.30	1249.80
Grade VII	1280.10	1312.10

Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2018 - Rates of Pay

Classification	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
Apprentice		
Year 1 38 hpw	28,222.00	28928.00
Year 2 38 hpw	37,630.00	38571.00
Year 3 38 hpw	47,037.00	48213.00
Year 4 38 hpw	53,309.00	54642.00
Trades Level 5/6		

Yr 1 38 hpw	62,715.00	64283.00
Yr 2 38 hpw	64,395.00	66005.00
Yr 3 38 hpw	66,199.00	67854.00
Yr 4 38 hpw	68,033.00	69734.00
Trades Level 7/8		
Yr 1 38 hpw	69,964.00	71713.00
Yr 2 38 hpw	72,054.00	73855.00
Yr 3 38 hpw	74,334.00	76192.00
Yr 4 38 hpw	77,363.00	79297.00

SCHEDULE C

WORK RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Work Related Allowances

Clause 9 - Additional Rates		As at 1.7.19	From the first full pay period on or after 1.7.19
		\$	\$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	39.10	40.10
	6 - 10 employees	44.50	45.60
	11-15 employees	58.00	59.40
	16-20 employees	66.90	68.60
	Over 20 employees - for each employee over 20 an additional amount is paid	66.90 0.50	68.60 0.50
(ii)	Qualification allowance (per week)	26.20	26.90
(iii)	First Aid Allowance (per week)	20.20	20.70
(iv)	Boiler Attendants Certificate (per week)	17.10	17.50
(v)	Refrigeration Drivers Certificate (per week)	17.10	17.50
(iv)	Contingency Allowance (per week)		
	1-10 Hours per week	10.80	11.10
	11 to 25 hours per week	16.70	17.10
	26 to 38 hours per week	22.40	23.00
(vii)	Toilet allowance (per week)	13.40	13.70
(viii)	Multi-Purpose Machines Allowance - per shift	3.30	3.38
(ix)	Furniture removal allowance - per shift	3.30	3.38
(x)	Torches - per shift	1.05	1.08
(xi)	Laundry allowance - per shift	2.25	2.30
(xii)	Locomotion allowance - per shift	35.80	36.70
(xiii)	Bicycle allowance - per shift	2.85	2.92
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	16.40	16.80
(iii)(b)	Excess Fares allowance (per week)	10.40	10.70
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	20.50	21.00

Application to school based employees of the Department of Education

Clause 8 - Additional Rates		As at 1.7.19	From the first full pay period on or after 1.7.19
		\$	\$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	42.20	43.30
	6 - 10 employees	47.70	48.90
	11-15 employees	62.50	64.10
	16-20 employees	72.30	74.10
	Over 20 employees - for each employee over 20 an additional amount is paid	72.30 0.52	74.10 0.53
(v)	Contingency Allowance (per week)		
	1-10 Hours per week	11.60	11.90
	11 to 25 Hours per week	17.90	18.30
	26 to 38 Hours per week	24.20	24.80

Crown Employees (Skilled Trades) Award - Work Related Allowances

Clause No.	Brief Description	As at 1.7.19	From the first full pay period on or after 1.7.19
		\$	\$
4.2	Carpenter Diver (p.w)	303.90	311.50
4.4	Electrician who is holder of a NSW electrician's licence:		
	A Grade Licence (p.w.)	50.50	51.80
	B Grade Licence (p.w.)	27.20	27.90
4.5	Lead Burner (p.h.)	1.04	1.07
4.6	Plumber and Drainer when required to act on:		
	plumbers licence (p.h.)	1.32	1.35
	gasfitters licence (p.h.)	1.32	1.35
	drainers licence (p.h.)	1.09	1.12
	plumbers and gasfitters licence (p.h.)	1.76	1.80
	plumbers and drainers licence (p.h.)	1.76	1.80
	gasfitters and drainers licence (p.h.)	1.76	1.80
	plumbers, gasfitters and drainers licence (p.h.)	2.43	2.49
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.77	0.79
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	27.40	28.10
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.40	1.44
4.10	Computing quantities (p.d.)	5.95	6.10
4.11	Joiner, Public Works and Education Departments:		
	when working at regular place of employment (p.w.)	47.00	48.20
	when working away from regular place of employment (p.d.)	9.45	9.69
4.12	Registration allowance (p.h.)	1.00	1.03
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.30	1.33
4.14	Cold places:		
	below 0 degree Celsius (p.h.)	0.82	0.84
	below minus 7 degrees Celsius (p.h.)	0.95	0.97
4.15	Confined spaces (p.h.)	1.01	1.04
4.16	Dirty work (p.h.)	0.82	0.84
	For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.83	0.85

	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.)	0.82	0.84
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.82	0.84
4.17	Height money:		
	7.5 metres from ground, deck, floor or water (p.h.)	0.82	0.84
	for every additional 3 metres (p.h.)	0.16	0.16
4.18	Hot places:		
	between 46 degrees Celsius and 54 degrees Celsius (p.h.)	0.82	0.84
	exceeds 54 degrees Celsius (p.h.)	1.01	1.04
4.19	Handling insulation material (p.h.)	0.99	1.02
4.20	Smoke boxes:		
	repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.52	0.53
	repairs to and while inside oil fired boilers (p.h.)	2.02	2.07
4.21	Wet places:		
	- where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.82	0.84
	- when required to work in the rain (p.h.)	0.82	0.84
	- called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	3.10	3.18
	- called upon to work knee-deep in mud or water (p.d.)	6.45	6.61
4.22	Acid furnaces, Stills, etc.:		
	Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.)	4.16	4.26
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.16	4.26
4.23	Towers allowances:		
	construction exceeding 15 metres in height, and (p.h.)	0.82	0.84
	for each additional 15 metres (p.h.)	0.82	0.84
4.24	Depth exceeding 3 metres (p.h.)	0.82	0.84
4.25	Swing scaffolds:		
	for the first four hours or any portion thereof, and (p.h.)	6.00	6.15
	for each hour thereafter (p.h.)	1.23	1.26
	Solid plasterers when working off a swing scaffold (p.h.)	0.16	0.16
4.26	Spray application (p.h.)	0.80	0.82
4.27	Soil pipes (p.h.)	1.01	1.04
4.28	Working on second-hand timber (p.d.)	3.20	3.28
4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	1.01	1.04
	minimum payment (p.h.)	1.01	1.04
4.30	Electric welding (p.h.)	0.32	0.33
4.31	Explosive powered tools:		
	employee required to use explosive powered tools (p.d.)	1.95	2.00
	bridge and wharf carpenter when required to use these tools (p.d.)	1.95	2.00
4.32	Scaffolding rigging (p.h.)	0.82	0.84
4.33	Corrective establishments (p.h.)	2.04	2.09
	Mental institutions (p.h.)	1.57	1.61
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.57	0.58
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.52	0.53
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophila (p.h.)	3.80	3.90

4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) -Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.55 2.55 2.55 1.45	1.59 2.61 2.61 1.49
4.36	Morgues (p.h.)	0.95	0.97
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.) Working in close proximity to employees so engaged (p.h.)	1.01 0.70 0.82	1.04 0.72 0.84
4.38	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.) - over 18 kg (p.h.)	0.82 1.42 2.25	0.84 1.46 2.31
4.39	Bagging bricks or concrete structures (p.h.)	0.75	0.77
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.75	0.77
4.41	Materials containing asbestos (p.h.)	1.01	1.04
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.40	4.51
4.43	Operation of brick cutting machine (p.h.)	1.01	1.04
4.44	Asbestos eradication (p.h.)	2.72	2.79
4.45	Employee required to work in an Animal House (p.h.)	0.50	0.51
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.82	0.84
5.	Tool Allowance		
	Electrical Fitter	20.40	20.80
	Electrical Fitter/Mechanic	20.40	20.80
	Electrical Instrument Fitter	20.40	20.80
	Electrical Mechanic	20.40	20.80
	Electrician in charge of plant having a capacity of less than 75kilowatts	20.40	20.80
	Electronic Tradesperson	20.40	20.80
	Electrical Instrument Fitter	20.40	20.80
	Plant Electrician	20.40	20.80
	Radio Mechanic and Fitter	20.40	20.80
	Refrigeration and/or Air Conditioning Mechanic	20.40	20.80
6.1	Employee appointed to be in charge of up to and including five employees(p.w)	51.70	53.00
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	66.20	67.90
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	86.50	88.70
15.1	Chokages pipe or pump (p.d.)	9.55	9.79
15.2	Fouled equipment (p.d.)	9.55	9.79
17.4	First Aid qualifications (p.d.)	3.55	3.64

Application to employees of the Department of Education

Clause No.	Brief Description	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	22.30	22.70

Farm Assistants (Department of Education and Communities) Wages and Conditions Award - Work Related Allowances

Clause No.	Allowance	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
6. Special Rates			
6.6.1	Tractor operation (per day)	4.90	5.02
6.6.2	Truck driving (per day)	4.90	5.02
6.6.3	Headers, etc. (per day)	4.90	5.02
6.7	Broken Shift (per day)	14.75	15.12
6.9	Protective Clothing (per hour)	0.80	0.82
6.1	First Aid (per day)	3.70	3.79

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2018 - Work Related Allowances

Clause No.	Description and Authority Allowance effective first pay period on or after	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
9.6	Supervision Allowance	47.20	48.40
16.	First Aid Allowance	3.45	3.54

Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Work Related Allowances

Allowance	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
Broken Shift Allowance	12.25	12.56

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust,
Building and Mechanical Trades Employees) Award 2018 - Work Related Allowances**

Clause No	Allowance effective first pay period on or after	As at 1.7.2019	From the first full pay period on or after 1.7.19
		\$	\$
	Brief Description		
7.3.1	Chokage (per hour)	1.27	1.30
7.3.2	Asbestos (per hour)	1.01	1.04
7.3.3	Plumbers Licence (per hour)	1.76	1.80
7.3.4	Plumbers Registration (per hour)	1.00	1.03

SCHEDULE D

EXPENSE RELATED ALLOWANCES

Crown Employees (Security and General Services) Award - Expense Related Allowances

Clause 8 - (xiii) Motor Vehicle allowance Use of private motor vehicle during work related duties	As at 1.7.2019	From the first full pay period on or after 1.7.19
	\$	\$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.66	0.68
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.66	0.68
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.66	0.68

Clause 18 (ii) -Overtime	As at 1.7.19	From the first full pay period on or after 1.7.19
	\$	\$
Overtime meal allowance	Per ATO determination	Per ATO determination

Crown Employees (Skilled Trades) Award - Expense Related Allowances

Clause No.		As at 1.7.19	From the first full pay period on or after 1.7.19
		\$	\$
5.	Tool Allowances		
	Blacksmith	32.30	32.90
	Bodymaker, First Class	32.30	32.90
	Boilermaker and/or Structural Steel	32.30	33.00
	Bricklayer	23.10	23.50
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	32.30	33.00
	Cabinet Maker	13.10	13.30
	Carpenter	32.30	32.90
	Drainer	32.30	32.90
	Farrier	32.30	32.90
	Fitter	32.30	32.90

	Forger and/or Faggoter	32.30	32.90
	Machinist, First Class (Metal Trades)	32.30	32.90
	Machinist (Metal Trades) Special Class	32.30	32.90
	Marker Off	32.30	32.90
	Motor Mechanic	32.30	32.90
	Painter	7.90	8.00
	Panel Beater	32.30	32.90
	Patternmaker	32.30	32.90
	Plant Mechanic	32.30	32.90
	Plasterer	32.30	32.90
	Plumber	32.30	32.90
	Plumber and Gasfitter	32.30	32.90
	Plumber, Gasfitter and Drainer	32.30	32.90
	Sewing Machine Mechanic	32.30	32.90
	Sheetmetal Worker, First Class	32.30	32.90
	Shipwright/Boatbuilder	32.30	32.90
	Signwriter	7.90	8.00
	Slater and Tiler	16.80	17.10
	Stonemason	32.30	32.90
	Stonemason-Carver	32.30	32.90
	Tilelayer	23.10	23.50
	Toolmaker	32.30	32.90
	Toolsmith	32.30	32.90
	Trimmer (Motor)	32.30	32.90
	Turner	32.30	32.90
	Vehicle Builder	32.30	32.90
	Watchmaker	10.60	10.80
	Welder, Special Class	32.30	32.90
	Welder, First Class	32.30	32.90
8.1	Excess fares and travelling time to and from place of work	25.10	25.60
8.1.1	If employer provides or offers to provide transport free of charge	10.00	10.20
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	21.15	21.50
	- to all other apprentices	24.50	24.90
8.2.1	If employer provides or offers to provide transport free of charge		
	- to first year apprentices	8.35	8.50
	- to all other apprentices	9.90	10.10
9.3.3	Meal allowance:		
	- after working in excess of four hours	15.60	15.90
	- for each subsequent meal	13.40	13.60
9.8	Tea Money:		
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	15.60	15.90
	- after each four hours on continuous overtime, for each meal	13.70	13.90
14.4	Expenses of reaching home and of transporting tools from distant work	24.30	24.70
14.5.1	Allowance for board and lodging:		
	- while on distant work	526.65	536.10
	- for broken parts of week	75.25	76.60
14.6	Camping allowance	30.20	30.70
14.7	Returning home for the weekend from distant work	41.70	42.50
22.6.2	Supply of boots	38.90	39.60
	Accrual of credit	4.60	4.70
23.2	Reimbursement for loss of tools	1873.40	1907.10

Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2018 - Expense Related Allowances

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

Clause No.	Description and Authority	As at 1.7.19 \$	From the first full pay period on or after 1.7.19 \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal Workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	Per ATO	Per ATO
14.4(i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	As at 1.7.2019 (i.e. 2.1% March 2018 Sydney CPI) 33.00 43.60 10.40	From the first full pay period on or after 1.7.2019 (i.e. 1.8% March 2019 Sydney CPI) 33.60 44.40 10.60
14.4(ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	32.70 5.50	33.30 5.60

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 203833 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Rates of Pay
3.	Deduction of Union Membership Fees
4.	Shift Allowances
5.	Anti-Discrimination
6.	Grievance and Dispute Settling Procedures
7.	General
8.	Area, Incidence and Duration
9.	No Extra Claims

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Title

This award shall be known as the Crown Employees (Transport Drivers &c.) Award 2019.

2. Rates of Pay

The rates of pay are set out in Table 1 of Part B, Monetary Rates. The rates are provided by the Crown Employees Wages Staff (Rates of Pay) Award 2019.

3. Deduction of Union Membership Fees

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

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

4. Shift Allowances

For the ordinary hours of shift, shift workers shall be paid the following loadings in addition to the rates prescribed for their respective classifications:

	Loadings per shift %
(a) ordinary afternoon or night shifts (other than shifts referred to hereunder).	15
(b) permanently working afternoon or night shifts or a combinations of such shifts.	30
(c) an ordinary shift, the major portion of which falls on a Saturday or Sunday shall in substitution for the loading specified in paragraphs (a) or (b) of this clause, be paid for at the rate of 50 per cent or 75 per cent respectively in addition to the ordinary rate for such shift.	
(d) where, at the employees own request and to suit the employees own personal requirements, any employee works permanently on a combination of such shifts, the employer notifies the union of the agreement in writing, and the union agrees, the employee shall be paid 15 per cent extra per shift in lieu of the shift loading of 30 per cent specified in paragraph (b) of this clause.	
(e) for an ordinary shift worked on a public holiday, an employee shall receive an additional one and half day's ordinary pay in addition to the normal shift payment calculated in accordance with paragraph (a) or (b) of this clause.	

5. Anti-Discrimination

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

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

6. Grievance and 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 graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (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 manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary.
- (vi) The Secretary may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Secretary 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 the union.
- (ix) The employee or the union on their behalf, or the Secretary may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The employee, union, Secretary and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) 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

7. General

- (i) Except as otherwise provided for in this award, the provisions of the Transport Industry (State) Award shall apply.
- (ii) For employees engaged under the *Government Sector Employment Act 2013* the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement, shall apply in respect of the following entitlements:

Recreation Leave
 Extended Leave
 Sick Leave
 FACS Leave

8. Area, Incidence and Duration

- (i) This award shall apply to all employees in the classifications specified in Table 1 - Rates of Pay, of Part B, Monetary Rates, of this Award and clause 1 of the Transport Industry (State) Award, employed in organisations to which the *Government Sector Employment Act 2013* applies.
- (ii) This Award rescinds and replaces the Crown Employees (Transport Drivers &c.) Award 2018 published 24 January 2020 (386 I.G. 136) and all variations thereof.
- (iii) This award has a nominal term of 12 months from 1 July 2019 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2019.

9. No Extra Claims

- (i) Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

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.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Clause 2 Wages	Classification	Weekly rate as at As at 1.7.19 \$	Weekly Rate from the first full pay period on or after 1.7.19 \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	936.10	959.50
(b)	Over 2950 and up to 4650	944.10	967.70
(c)	Over 4650 and up to 6250	951.70	975.50
(d)	Over 6250 and up to 7700	951.70	975.50
(e)	Over 7700 and up to 9200	961.80	985.80
(f)	Over 9200 and up to 10800	961.80	985.80
(g)	Over 10800 and up to 12350	970.20	994.50
(h)	Over 12350 and up to 13950	970.20	994.50
(i)	Over 13950 and up to 15500	977.80	1002.20
(j)	Over 15500 and up to 16950	987.30	1012.00

(k)	Over 16950 and up to 18400	987.30	1012.00
(l)	Over 18400 and up to 19750	987.30	1012.00
(m)	Over 19750 and up to 21100	987.30	1012.00
(n)	Over 21100 and up to 22450	994.90	1019.80
(o)	Over 22450 and up to 23850	994.90	1019.80
(p)	Over 23850 and up to 25200	994.90	1019.80
(q)	Over 25200 and up to 26550	1004.70	1029.80
(r)	Over 26550 and up to 27900	1004.70	1029.80
(s)	Over 27900 and up to 29300	1004.70	1029.80
(t)	Over 29300 and up to 30650	1004.70	1029.80
(u)	Over 30650 and up to 32000	894.30	916.70
(v)	Over 32000 and up to 33350	894.30	916.70
(w)	Over 33350 and up to 34750	1022.60	1048.20
(x)	Over 34750 and up to 36100	1022.60	1048.20
(y)	Over 36100 and up to 37450	1022.60	1048.20
(z)	Over 37450 and up to 38800	1022.60	1048.20
(aa)	Over 38800 and up to 40200	1032.80	1058.60
(ab)	Over 40200 and up to 41550	1032.80	1058.60
(ac)	Over 41550 and up to 42900	1032.80	1058.60
(ad)	Over 42900 and up to 44250	1041.30	1067.30
(ae)	Over 44250 and up to 45650	1041.30	1067.30
2. Drivers of mobile cranes			
- employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	951.70	975.50
(b)	Over 3050 and not exceeding 5100	961.80	985.80
(c)	Over 5100 and not exceeding 6100	970.20	994.50
(d)	Over 6100 and not exceeding 7100	970.20	994.50
(e)	Over 7100 and not exceeding 8100	970.20	994.50
(f)	Over 8100 and not exceeding 9150	970.20	994.50
(g)	Over 9150 and not exceeding 10150	977.80	1002.20
(h)	Over 10150 and not exceeding 11200	977.80	1002.20
(i)	Over 11200 and not exceeding 12200	977.80	1002.20
(j)	Over 12200 and not exceeding 13200	987.30	1012.00
(k)	Over 13200 and not exceeding 14200	987.30	1012.00
(l)	Over 14200 and not exceeding 15250	987.30	1012.00
(m)	Over 15250 and not exceeding 16250	987.30	1012.00
(n)	Over 16250 and not exceeding 17250	994.90	1019.80
(o)	Over 17250 and not exceeding 18300	994.90	1019.80
(p)	Over 18300 and not exceeding 19300	994.90	1019.80
(q)	Over 19300 and not exceeding 20300	994.90	1019.80
(r)	Over 20300 and not exceeding 21350	1004.70	1029.80
(s)	Over 21350 and not exceeding 22350	1004.70	1029.80
(t)	Over 22350 and not exceeding 23350	1004.70	1029.80
(u)	Over 23350 and not exceeding 24400	1004.70	1029.80
(v)	Over 24400 and not exceeding 25500	1004.70	1029.80
(w)	Over 25500 and not exceeding 26400	1004.70	1029.80
(x)	Over 26400 and not exceeding 27450	1004.70	1029.80
(y)	Over 27450 and not exceeding 28450	1012.60	1037.90
(z)	Over 28450 and not exceeding 29450	1012.60	1037.90
(aa)	Over 29450 and not exceeding 30500	1004.70	1029.80
And for each additional 1000 kg or part thereof over - 0.38			
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	951.70	975.50
(b)	Over 4500 to 9100	970.20	994.50
(c)	Over 9100 kg	977.80	1002.20

4. Drivers of prime movers where the crane has a lifting capacity of where the crane has a lifting capacity of			
(a)	Up to 20350 kg	961.80	985.80
(b)	Over 20350 kg	987.30	1012.00
5. Extra Hands		915.40	938.30

P. M. KITE, *Chief Commissioner*

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SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING, DISABILITY AND HOME CARE (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(Case No. 201270 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Interaction with Other Instruments
4.	Hours of Work
5.	Classification Structure
6.	Roll-Up of Allowances
7.	Boiler Attendant Allowance
8.	Thermostatic Mixing Valve Allowance
9.	Dispute Resolution Procedure
10.	Union Subscriptions
11.	Wages and Allowances
12.	School Based Apprentices
13.	Work at Alternative Worksite
14.	Average Disability Allowance
15.	Anti-Discrimination
16.	Area, Incidence and Duration
17.	No Extra Claims

PART B

Schedules of Rates of Wages and Allowances

2. Definitions

In this award:

"Department" means Ageing, Disability and Home Care (ADHC) within the Department of Communities and Justice

"Union/s" means:

Australian Manufacturing Workers Union and/or

Construction Forestry Mining and Energy Union and/or

Electrical Trades Union of Australia and/or

Plumbing Trades Employees Union of NSW

3. Interaction with Other Instruments

All employee conditions not specified in this award will be in accordance with the Crown Employees Skilled Trades Award, the *Government Sector Employment Act 2013* and *Government Sector Employment Regulation 2014* and all variations thereof. To the extent of any inconsistency between the provisions of this award and those other instruments named above, the provisions of this award will apply.

4. Hours of Work

- (i) Local Departmental management and trades staff at each work site may negotiate specific ordinary hours of duty. Any such site agreement will be subject to the following conditions:
 - (a) an average of 38 hours per week worked over a four-week period;
 - (b) optimal staffing levels being maintained at all times to perform required duties;
 - (c) no additional expense such as payment of overtime or employment of casuals;
 - (d) where a nine-day fortnight is negotiated, arrangements are to be at the Department's convenience;
 - (e) if sick leave is taken on the working day prior to or following a rostered day off, a doctor's certificate must be provided; and
 - (f) alterations in start and finish times are to be implemented by agreement.
- (ii) The parties agree to commence negotiations on any proposed variation to existing hours of work within six weeks of the proposal being received from nominated representatives.
- (iii) An employee may be directed by Departmental management to work overtime, provided it is reasonable for the employee to be required to do so. In determining what is reasonable, the employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations or study arrangements, shall be taken into account. Consideration shall be given also to 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.

5. Classification Structure

- (i) Context:

Trades staff perform, both on a planned and emergency basis, a variety of manual and technical tasks related to preventative and corrective maintenance, the installation of plant and equipment and the renovation and construction of buildings.

Trades staff also ordinarily undertake work which is peripheral and incidental to their base trade so as to complete the whole job or so as to assist other staff complete the whole job.

This Classification structure is designed to reward trades staff who possess, and are required by the Region to regularly provide, skills/knowledge beyond their base trade obligations. It does not reward service alone nor additional skill/knowledge performed at less than a trades standard.

- (ii) Structure:

The following classifications apply:

Pay levels as a percentage of base pay rates are:

Classification	Rate of Pay
Level 1 Tradesperson	Base Rate for relevant Trade
Level 2 Tradesperson	105% of Base Rate for relevant Trade
Level 3 Tradesperson	110% of Base Rate for relevant Trade
Level 4 Tradesperson	115% of Base Rate for relevant Trade

(iii) Definitions of the Classification Levels are as follows:

(a) Level 1 Tradesperson (Base Rate for relevant Trade).

Level 1 is applicable to a tradesperson who has completed an apprenticeship, licence or equivalent and is proficient in the contemporary skills required of a tradesperson in the relevant trade.

Tasks to be performed include those peripheral and incidental to completing the whole job and/or assisting other staff so as to complete the whole job. A tradesperson at this level may be required to supervise or train apprentices on the job.

(b) Level 2 Tradesperson (105% of the Base Rate for the relevant Trade).

Level 2 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 120 hours of learning within approved courses.

(c) Level 3 Tradesperson (110% of the Base Rate for the relevant Trade).

Level 3 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 240 hours of learning within approved courses.

(d) Level 4 Tradesperson (115% of the Base Rate for the relevant Trade).

Level 4 is applicable to a tradesperson who satisfies the requirements of Level 1 and who is required by the employer to regularly utilise skills/knowledge, additional to that skill/knowledge associated with the individual's base trade, which is gained from or deemed equivalent to that gained from completing 360 hours of learning within approved courses.

(e) Charge Hand/Supervisor

A Charge Hand/Supervisor is a person appointed to a Charge Hand/Supervisor position by the Department. Charge Hand/Supervisor positions will be created at the discretion of the Department. A Charge Hand/Supervisor will be allocated ongoing responsibility for the activities of one trade and/or the supervision of one or more trades and its associated staff (including contractors) within the Region and/or all the trades activities and trades staff (including contractors) at a nominated location. A Charge Hand/Supervisor can be required to perform the duties of their trade/s at any time. A Charge Hand/Supervisor may also be nominated as Project Leader on any project in addition to their other responsibilities. The Region is to maintain an up-to-date Position Description for each of its Charge Hand/Supervisor positions.

(f) Project Leader

A Project Leader is a person appointed to a Project Leader position by the Department. Project Leader positions will be created at the discretion of the Department. A Project Leader will be allocated responsibility for all aspects of a substantial refurbishment/construction project. The Project Leader will be able to supervise any staff/contractors working in connection with a

project as necessary and will ensure compliance with all relevant specifications and requirements. A Project Leader can be required to perform the duties of their trade/s at any time. The duration of any Project Leader role will be limited to the life of the project. The Region is to provide the Project Leader with an up-to-date Position Description.

(iv) Approved Courses:

For the purpose of this Clause, 'Approved Courses' are TAFE courses and any others that the Department approves. However an Approved Course must relate to the acquisition of new skills/knowledge by the individual, additional to the base trade, and not simply the modernisation or updating of current work practices or methods. Approved Courses will not include personal Workplace Health and Safety related courses, updated inventory or programmed maintenance systems courses, new computer software etc.

(v) Deemed Credited with Approved Course or part thereof:

For Tradespersons who have not successfully completed an Approved Course; The Regional Director or nominee may deem the additional skills/knowledge required to be regularly utilised by a tradesperson to be equivalent to that acquired from successfully undertaking an Approved Course/s or from one or more identifiable modules of an Approved Course. Any such decision requires that the tradesperson in question be credited with hours equivalent to that of the relevant Approved Course/s or modules thereof for progression purposes.

(vi) Regular:

'Regular' for the purposes of this Clause refers to duties/tasks occurring periodically, routinely or which are programmed. Project work and other work occurring randomly, sporadically or irregularly would not be 'regular'. Where tasks are required to be performed irregularly but would, if they were regular, attract a higher classification level, then 'Mixed Functions' allowance should be paid to the higher classification level in accordance with the award. That is, when a Tradesperson is required to perform the additional work irregularly and is qualified to do so, he/she should be paid any applicable higher rate for the period of time the additional skills/knowledge is required to be performed or for the whole shift in accordance with the Mixed Functions Clause of the Crown Employees Skilled Trades Award.

(vii) Trades Standard:

'Trades Standard' for the purposes of this Clause means a quality of work/knowledge equivalent to that reasonably required of a qualified tradesperson in the relevant trade.

(viii) No Double Counting:

The performance of any function reasonably within the scope of employment classification, and/or additional skills performed at less than a trades standard and/or for which payment of an allowance or additional remuneration is already provided do not count for translation, appointment or progression purposes.

(ix) The Department to Decide its Requirements:

The Department is to decide which and how many trades staff will be regularly required to use the additional skills/knowledge attracting higher rates of pay. In reaching that decision the Department might consider;

- what number of staff are needed to utilise the additional skill/knowledge.

- whether a trades staff is already paid for numerous additional skills/knowledge, in which there may be limited opportunity to effectively utilise one more additional skill/knowledge.

- whether the work should be contracted out. Before deciding the work should be contracted out, the Region is to consider the skills/knowledge possessed by trades staff in addition to their base trades. To

this end, a list of such additional skills/knowledge is to be maintained by the Region in a state of reasonable currency, subject to employee cooperation and assistance in compiling and maintaining that list.

(x) Maintaining Standards:

Tradespersons at classification levels 2, 3 and 4 are responsible for maintaining the additional skills/knowledge to a standard equivalent to that of having successfully undertaken a current approved course/s (or in some cases, the modules thereof they were deemed credited with) in order to continue to be paid the higher classification level.

(xi) Leading Hand Allowance:

Leading Hand Allowance will be paid to Tradespersons in the classifications Levels 1 to 4 inclusive who are required to supervise the work of contractors and/or staff; provided that for this purpose, apprentices will not be counted, each contractor supervised will be counted but any contractor's staff will not.

(xii) Appointment and Progression:

The employment level for all new tradespersons employed will be determined as per the provisions of Clause 5 of this Award.

(a) Appointment: Once appointed to a particular Level in this Classification Structure, a tradesperson may not have his/her Level reduced because the Region no longer requires the additional skills/knowledge warranting the higher Level to be regularly utilised. Accordingly appointments of trades staff should initially be made to the Level 1 position, or at least be carefully considered having regard to the foreseeable medium to longer term requirements of the appointment.

(b) Progression: Consideration of progression to Classification Levels 2, 3 and 4 must always be based on a Departmental requirement to utilise the additional skills/knowledge at that time and into the foreseeable future and may not count skills/knowledge no longer regularly required by the Department to be utilised.

(xiii) Training:

Trades staff are to meet the costs of training associated with the additional skills/knowledge referred to in this Clause and attend that training in their own time. Study Leave provisions apply. Where the Department directs the employee undertake training, any such training outside of paid work time will be paid for at the ordinary hourly base rate.

6. Roll-Up of Allowances

Environmental Allowance (Mental Institutions Allowance) and Annual Leave Loading are already rolled up into the base wage.

Base wage rates were increased by \$30.00 per week to incorporate the equivalent of the Mental Institutions Allowance and were wages increased by 1.35% to reflect the Annual Leave Loading on 1 February 1998.

7. Boiler Attendant Allowance

An officer being the possessor of a Boiler Attendant's Certificate who is required to supervise or operate a boiler shall for each week he/she is so required shall be paid in addition to the rates prescribed an amount per instance as specified in Part B of this Award.

8. Thermostatic Mixing Valve Allowance

An officer who is a licensed plumber and holds a Thermostatic Mixing Valve Certificate issued by a College of Technical and Further Education and is required to act upon such certificate shall be paid an allowance at a weekly rate as specified in Part B of this award.

9. Dispute Resolution Procedures

- (i) The aim of the procedure is to ensure that industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level they occur in the workplace. For the purposes of this procedure, industrial grievances or disputes are distinguished from grievances dealt with under public service grievance-handling procedure, e.g. complaints of discrimination.
- (ii) When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:
 - (a) where a dispute arises at a particular work location, discussions shall be held between the officer/s concerned and the immediate supervising officer;
 - (b) failing resolution of the issues at that level, further discussions shall take place between the employee, the relevant local delegate or employee representative and the supervising officer or manager;
 - (c) if the dispute remains unresolved, the local delegate shall refer the matter to the Union official who will confer with the Area Manager or General Manager; and
 - (d) if the dispute is not resolved at that stage, the matter is to be referred to the Director, Employee Relations or Senior Employee Relations Officer who will assume responsibility for liaising with Senior Executive members of the Department and advise of their final position.
- (iii) If the matter remains unresolved following the above process, it may be referred by either party to the Industrial Registrar.
- (iv) Whilst these procedures are taking place, no ban, limitation or stoppage of work shall take place.
- (v) In cases where a dispute is premised on an issue of safety and is unable to be resolved at the Area/Divisional level, the matter should be referred to the Director, Employee Relations for further consultation with the Union/s.

10. Union Subscriptions

The Department agrees to automatically deduct Union dues on behalf of Unions as defined from the pay of Union members once authorised by the employee.

11. Wages and Allowances

Wages and allowances are shown in Part B of this award. The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by this Award.

12. School Based Apprentices

- (a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

- (b) Wages
 - (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
 - (ii) For the purposes of subclause (b)(i) of this clause, 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.
 - (iii) The wages paid for training time may be averaged over the school term or year.
 - (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
 - (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (ii) The rates of pay are based on a standard apprenticeship of four years. 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.
- (d) Conversion from a school based apprentice 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 Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

13. Work at Alternative Worksite

- (i) General
 - (a) The terms of this clause replace clause 8, Excess Fares and Travelling, of the Crown Employees Skilled Trades Award.
 - (b) This clause does not apply where an employee is recalled to duty after leaving work, in which case the call-back provisions of the Crown Employees Skilled Trades Staff Award apply.
 - (c) For the purposes of this clause, a reference to a "worksite" means each individual sub-site of Metro Residences and Hunters Residences, including but not limited to Rydalmere, Marsden, Casuarina Grove, Norton Road, Stockton, Kanangra, Tomaree, Riverside and Summer Hill .
- (ii) Mobility Allowance and Excess Travelling Time

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

 - (a) An employee is to be paid a Mobility Allowance at the rate indicated in Part B of this award per day where required by the Department to travel to an alternative worksite in circumstances where no notice of the requirement to do so was provided prior to leaving work the previous day. Such Mobility Allowance will be payable regardless of whether the required travel is undertaken within or outside of ordinary working hours and regardless of the transportation arrangements utilised to attend the alternative worksite.

- (b) Notice of a regular requirement to travel to an alternative worksite can be given to the employee once. Such notice must be written and include advice as to the days of the week/fortnight/month. etc., that the travel will be required. Notice given pursuant to this paragraph also serves as notice "prior to leaving work the previous day" referred to in paragraph (a) of this subclause.
- (c) Where an employee is required to commence his/her ordinary hours at an alternative worksite, he/she is to be paid at ordinary rates for any travelling time in excess of that time usually taken to travel to and from their home and usual worksite. The payment of such ordinary rates is to be rounded to the nearest 15 minutes.

(iii) Mileage Allowances and Fares.

Where an employee is required to travel to an alternative worksite and has not been temporarily transferred to that site pursuant to subclause (v) of this clause:

- (a) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance, in accordance with the official tax rate as determined by the Australian Taxation Office, where directed by the Department to utilise their own vehicle in order to travel to and from an alternative worksite;
- (b) And subject to the provisions of paragraph (d) of this subclause, an employee will be paid Mileage Allowance at the following rates where the employee opts to utilise their own vehicle to travel to and from an alternative worksite and the Department agrees to that occurring prior to the employee utilising their own vehicle;

Engine Capacity	
Over 2601cc and over	30.0c per kilometre
1601cc to 2600cc	29.6c per kilometre
Under 1600cc or less	25.2c per kilometre

- (c) And subject to the provisions of paragraph (d) of this subclause, an employee who utilises public transport in order to travel to and from an alternative worksite will be reimbursed any public transport costs.
- (d) Where the use of the employee's vehicle or fare incurred relates to the journey between the employee's home and the alternative worksite to commence work or relates to the journey between the alternative worksite and the employee's home at the cessation of work, the amount of Mileage Allowance or fares which can be claimed under this subclause will be limited to that number of kilometres or fare which is in excess of that reasonably incurred by the employee in relation to the journey to and from the employee's home and usual worksite.

(iv) Rest Periods, Tea Breaks and Unpaid Meal Periods

If still working at an alternative worksite at the relevant time and, unless specifically advised otherwise:

- (a) An employee is to take any paid rest period or tea break at the alternative site.
- (b) Employees may not travel to the usual worksite in Departmental time or in a Departmental vehicle in connection with the unpaid meal period.
- (c) Nothing will be payable to an employee in relation to the use of the employee's vehicle or fare incurred in connection with the unpaid meal period.

(v) Temporary Transfer to Alternative Worksite

An employee may be directed to work from an alternative worksite for one week or more on a temporary transfer basis where that direction is reasonable. For the purposes of subclauses (ii) and (iii) of this clause, where such a direction has been given, the alternative worksite will be deemed to be the

usual worksite upon the expiry of two weeks' notice or immediately upon commencement at the alternative worksite where two weeks' or more notice was given.

14. Average Disability Allowance

- (i) Many of the allowances within PART B - Rates of Wages and Allowances of this Award are disability allowances paid on a per occasion, per hour or daily basis depending upon the work performed. The allowances in question relate to:

177 Welding

178 Bricklaying > 18 kg

179 confined spaces

180 height

181 hot places

182 insulation

183 asbestos eradication/airborne Lead

184 smoke boxes A

185 wet places

186 acid furnaces

187 smoke boxes B

188 clean down bricks

189 spray application

190 roof work

191 explosive power tools

193 dirty work

214 applying obnoxious substances

289 legionella

171 fouled equipment

176 pneumatic tool operation

152 chokages

- (ii) Some or all of these above allowances may be the subject of a mutual agreement between individual trades staff and the Region (in writing) to pay the individual an Average Disability Allowance (ADA) amount. The process of reaching agreement involves:

- the staff member and Department agreeing on how many occasions each type of allowance would be claimed by the staff member on average per fortnight of work, then,

- Calculating the total dollar (\$) value of all those allowances and dividing that amount by 10 to obtain an ADA amount, then,
- Recording the above information on a suitable information sheet and retaining it attached to a signed and dated agreement (and retaining both as for wages records).
- (iii) The agreed ADA amount is to be paid fortnightly with wages for each on-duty day within each pay period. A day of leave is not an on-duty day. For example, if the staff member takes four recreation leave days and works the other days in the fortnight, he/she would be paid the ADA amount x 6 in his/her pay.
- (iv) Where such an agreement is reached, the payment of the ADA in accordance with subclause (iii) to an individual will be in full satisfaction of any claims to the specified allowances that might be brought.
- (v) The ADA amount for each individual trades staff will be derived once per year and, for new employees, after three months of employment and annually thereafter.
- (vi) The ADA amount will be automatically increased under the agreement in the same percentage and with the same effective date as for increases to the corresponding Award disability allowances.
- (vii) Neither party should unreasonably refuse to agree on a fair ADA amount. Either party to the agreement can seek a review of the ADA amount in between annual reviews if there is a substantial change to the pattern of work of the staff member.

15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 15.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 15.5 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.
- 15.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

15.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

16. Area, Incidence and Duration

This award shall apply to employees and Apprentices indicated by the trades specified in Part B of this award employed by the Department.

- (i) This award shall take effect on and from 1 July 2019 and remains in force until 30 June 2020, and rescinds and replaces the Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2018, published 28 November 2018 (383 I.G. 874) and all variations thereof.

17. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

PART B

Rate of Wages and Allowances

Salary and Allowance ID Codes	Classification, Wages and Allowances Wages (excluding Apprentices)	1st full pay on or after 1/07/18 (2.5%) Per annum \$	1st full pay on or after 1/07/19 (2.5%) Per annum \$
G51	Bricklayer Level 1	60,468	61,980
G41	Bricklayer Level 2 (calculate 105% of Level 1)	63,491	65,078
	Bricklayer Level 3 (calculate 110% of Level 1)	66,514	68,177
	Bricklayer Level 4 (calculate 115% of Level 1)	69,537	71,275
G52	Carpenter and/or Joiner Level 1	60,468	61,980
G44	Level 1)	63,491	65,078
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	66,514	68,177
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	69,537	71,275
G53	Painter Level 1	60,468	61,980
G47	Painter Level 2 (calculate 105% of Level 1)	63,491	65,078
G48	Painter Level 3 (calculate 110% of Level 1)	66,514	68,177
	Painter Level 4 (calculate 115% of Level 1)	69,537	71,275
G54	Plumber and/or Gasfitter Level 1	61,042	62,568
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	64,092	65,694
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	67,147	68,826
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	70,198	71,953
G56	Electrical Fitter Level 1	64,271	65,878
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	67,483	69,170
	Electrical Fitter Level 3 (calculate 110% of Level 1)	70,698	72,465
	Electrical Fitter Level 4 (calculate 115% of Level 1)	73,911	75,759
G57	Plant Electrician Level 1	67,647	69,338
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	71,030	72,806
	Plant Electrician Level 3 (calculate 110% of Level 1)	74,414	76,274
	Plant Electrician Level 4 (calculate 115% of Level 1)	77,795	79,740

G58	Fitter Level 1	60,468	61,980
G4J	Fitter Level 2 (calculate 105% of Level 1)	63,491	65,078
	Fitter Level 3 (calculate 110% of Level 1)	66,514	68,177
	Fitter Level 4 (calculate 115% of Level 1)	69,537	71,275
G5D	Motor Mechanic Level 1	60,468	61,980
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	63,491	65,078
	Motor Mechanic Level 3 (calculate 110% of Level 1)	66,514	68,177
	Motor Mechanic Level 4 (calculate 115% of Level 1)	69,537	71,275
	Charge/Supervisor or Project Leader	80,906	82,929
	Leading Hand Allowance		
196	Leading Hand 1 to 5	2,813	2,883
197	Leading Hand 6 to 10	3,605	3,695
198	Leading Hand > 10	4,712	4,830
	Tradesmen's Licence Allowance	Per annum \$	Per annum \$
347	Plumber	2,776	2,845
347	Gasfitter	2,776	2,845
350	Drainer	3,650	3,741
350	Plumber and/or Gasfitter	3,650	3,741
350	Gasfitter and/or Drainer	3,650	3,741
350	Plumber and/or Drainer	3,650	3,741
352	Plumber/Gasfitter/Drainer	4,958	5,082
354	Drainer (Licensed)	2,301	2,359
357	Electrician	2,719	2,787
	Tradesmen's Registration		
205	Plumber -Computing Quantities	2,065	2,117
366	Computing Quantities	1,623	1,664
	Certificate Allowances		
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1,468	Per annum \$ 1,505
	Apprentice Trades		
	1st Year	27,956	28,655
	2nd Year	35,765	36,659
	3rd Year	45,248	46,379
	4th Year	51,335	52,618
	Examination Allowance		
	1st Year	97.38	99.80
	2nd Year	194.87	199.74
	3rd Year	292.08	299.39
370	Industry Allowance	1,720.50	1,763.52
		Per Hour 1/07/18 \$	Per Hour 1/07/19 \$
	Mobility Allowance	8.52	8.73
177	Welding Allowance	0.32	0.33
178	Bricklaying > 18 kg	2.35	2.41
179	Confined Spaces	1.06	1.09
180	Height Money	0.88	0.9
181	Hot Places	1.06	1.09
182	Insulation	1.06	1.09
183	Asbestos Eradication/Airborne Lead	2.86	2.93
184	Smoke Boxes A	0.55	0.56
185	Wet Places	0.87	0.89
186	Acid Furnaces, Stills	4.31	4.42
187	Smoke Boxes B	2.10	2.15
188	Clean down bricks	0.80	0.82

189	Spray Application	0.87	0.89
190	Roof Work	1.06	1.09
191	Explosive Power Tools	2.01	2.06
193	Dirty Work	0.87	0.89
214	Applying Obnoxious Substances	1.06	1.09
289	Legionella	3.94	4.04
		Per day	Per day
		\$	\$
171	Fouled Equipment	9.89	10.14
176	Pneumatic Tool Operation	4.64	4.76
	Relief Daily Licence Allowances		
207	Plumber/Drainer/Gasfitter Licence	19.09	19.57
208	Drainer	10.38	10.64
209	Gasfitter/Drainer	8.72	14.16
210	Computer Quantities	13.81	
212	Plumber/Drainer/Gasfitter	6.16	6.31
287	Registration Certificate	7.93	8.13
152	Chokages	Per Instance	Per Instance
		\$	\$
		9.97	10.22
	Tool Allowance	Per Week	Per Week
	Electrical Fitter/Electrical Mechanic/Plant Electrician	20.45	20.96

P. M. KITE, *Chief Commissioner*

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LANDCOM AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 187359 of 2019)

Before Chief Commissioner Kite

29 July 2019

AWARD

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78. Monetary Rates Table

APPENDIX A

APPENDIX B - SALARY SCHEDULE

2. Title

This award shall be known as the Landcom Award 2019.

3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
 - (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
 - (b) Crown Employees (Public Sector - Salaries 2017) Award, or any replacement award
 - (c) Crown Employees (Planning Officers) Award 2016

- (d) Crown Employees (Senior Officers Salaries) Award 2012
 - (e) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
 - (3) This award rescinds and replaces the Landcom Award 2018 published 2 November 2018 (383 I.G. 460) and shall take effect from 1 July 2019 and shall remain in force until 30 June 2020.
 - (4) This award complies with Section 19 of the *Industrial Relations Act 1996*.

4. Parties and Coverage

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.
- (3) The provisions of this award shall not apply to senior managers above Level 8 salary point 23, employed on written contracts of employment, other than clauses 38 to 53 inclusive, which deal with various leave entitlements.

5. Definitions

"Act" means the *Landcom Corporation Act 2001*.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

"Association Delegate" means an accredited Association delegate responsible for their workplace membership; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Association Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Daily Spread of Hours" means a 12 hour daily spread of hours for working the 35 hour week, which will normally fall between 7.00 am and 7.00 pm.

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

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

"Expected date of birth" in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

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

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7, Dispute Resolution of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

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

"Overtime" means all time worked outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14, Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position that is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the *Banks and Bank Holidays Act 1912*, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's Daily Spread of Hours in the case of a staff member working pursuant to the provisions of clause 12 Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14 Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

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

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

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

6. Local Arrangements

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.

- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

7. Dispute Resolution

- (1) Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) 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 a 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 Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.
- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives	3
Association representatives	3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

9. Salaries

- (a) All Staff Members will be paid in accordance with the salary structures and rates set out in this Award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

10. Classifications

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
 - (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
 - (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
 - (i) a degree qualification;
 - (ii) a qualification deemed to be equivalent,
 - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
 - (iv) equivalent demonstrated successful work experience;
 - (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
 - (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

11. No Extra Claims

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

allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm (Daily Spread of Hours), unless otherwise agreed. Where staff members are directed to work outside the Daily Spread of Hours applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the Daily Spread of Hours applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
 - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).

- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.
- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
 - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
 - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
 - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

14. Standard Hours

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12, Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
 - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12, Hours of Work, or
 - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12, Hours of Work.

15. Part Time Staff Members

- (1) Where appropriate, the provisions of clauses 12, Hours of Work, 13, Agreed Absences and 14, Standard Hours, of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of full time employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.
- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
 - (a) the hours and days to be worked;

- (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
 - (c) the classification of the staff member; and
 - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
 - (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
 - (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
 - (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

16. Filling Positions

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
 - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
 - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
 - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
 - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
 - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of clause 17, Casual Employment, of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

17. Casual Employment

- (1) Hours of Work
 - (a) A casual employee is engaged and paid on an hourly basis.

- (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
- (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.

(2) Rate of Pay

- (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification
- (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

15 percent for work performed on Mondays to Fridays (inclusive),

50 percent for work performed on Saturdays,

75 percent for work performed on Sundays,

150 percent for work performed on public holidays.
- (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
- (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.

(3) Overtime

- (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
- (b) Overtime will be paid in accordance with the rates set in clause 33, Rates of Payment of Overtime, of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this clause.
- (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

(4) Leave

- (a) Except as provided under this clause, casual employees are not entitled to any other paid or unpaid leave.
- (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.
- (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A.
- (e) Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub clause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
- (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom).
 - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
 - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.

(5) Application of other clauses of this Award to Casual Employees

The following clauses of this Award do not apply to casual employees:

- 12. Hours of Work
- 13. Agreed Absences
- 14. Standard Hours
- 20. Salary Sacrifice and Packaging for other than superannuation contributions
- 24. Excess Travelling Time
- 27. Overseas Travel
- 32. Overtime
- 34. (3) and (4) Rest Periods concerning Recall to Duty and On Call (Standby)
- 36. Compensation for Directed Overtime
- 40. to 44 (inclusively) relating to various leave provisions
- 55. Exchanges
- 56. Relocation Package
- 57. Termination of Employment
- 58. Working from Home
- 60. Management of Displaced Staff Members
- 62. Performance Management
- 63. Unsatisfactory Performance or Misconduct
- 65. Association Activities
- 66. Access to Facilities
- 71. Public Holidays

18. Recruitment and Selection

(1) Filling Vacancies

- (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
- (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
- (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
- (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
- (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.

(2) Eligibility Lists

- (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
- (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.
- (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.

- (3) Appointment and Rates of Pay
- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
 - (b) In determining commencing salary regard shall be had to:
 - (i) the person's skills, experience and qualifications;
 - (ii) the rate required to attract the person; and
 - (iii) the remuneration of existing staff members performing similar work.
 - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
 - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
 - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

19. Job Evaluation

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

20. Salary Sacrifice and Packaging

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.
- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:

- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and
 - (ii) any allowance, penalty rate, payment for unused entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which a staff member is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to a staff member's salary, shall be calculated by reference to the salary which would have applied to the staff member in the absence of any salary sacrifice to superannuation made under this award.
- (c) The staff member may elect to have the portion of salary which is sacrificed to additional superannuation contributions:
- (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employee contributions, or
 - (ii) Subject to Landcom's agreement, paid into a private sector complying superannuation scheme as employee superannuation contributions.
- (d) Where a staff member elects to salary sacrifice in terms of subclause (c) above, Landcom will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the staff member is a member of a superannuation scheme established under:
- The Police Regulation (Superannuation) Act 1906;*
- The Superannuation Act 1916;*
- The State Authorities (Superannuation) Act 1987;*
- The State Authorities Non-contributory Superannuation Act 1987;* or
- The First State Superannuation Act 1992.*
- Landcom must ensure that the amount of any additional employee superannuation contributions specified in subclause (a) above is included in the staff member's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.
- (f) Where, prior to electing to sacrifice a portion of their salary to superannuation, a staff member had entered into an agreement with Landcom to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, Landcom will continue to base contributions to that fund on the salary payable to the same extent as applied before the staff member sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Landcom may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).
- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.

23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 35(4) Overtime meal allowances; and
 - (b) Clause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11 Salary Increases:
 - (a) Clause 28(1) First Aid Allowance
 - (b) Clause 34(4) Rest Periods (On call (Standby) Allowance);
 - (c) Clause 73 Community Language Allowance; and
 - (d) Clause 29(1) & 29(2) Weekend and Public Holiday Allowance.

24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this clause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
 - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
 - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's usual hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (5) Travelling time shall not include the time:
- (a) normally taken for the periodic journey from home to headquarters and return;
 - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - (c) on board a ship or aircraft.
 - (d) spent travelling overseas on official business.

(6) Waiting Time

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the usual hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) Payment

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

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

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time.
- (d) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

25. Meal Allowances

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal in the prevailing ATO ruling, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch in the prevailing ATO ruling, whichever is the lesser.

26. Use of Private Motor Vehicles

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
 - (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in the prevailing ATO ruling for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
 - (a) the damage is not due to gross negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

27. Overseas Travel

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

28. First Aid Allowance

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 1 of the Monetary Rates Table of this award.
- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.

- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

29. Weekend and Public Holiday Allowance

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 4 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

30. Uniforms, Protective Clothing and Their Maintenance

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
 - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

31. Compensation for Damage to Or Loss of Private Property

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
 - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.
- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.

- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.
- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

32. Overtime

(1) General

- (a) A staff member may be directed 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 member health and safety,
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
 - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
 - (i) Outside the Daily Spread of Hours applicable to a staff member working pursuant to the provisions of clause 12, Hours of Work, whether before or after the commencing and finishing times of the Daily Spread of Hours; and/or
 - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours; and/or on a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.

- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B to this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00.

- (8) Calculation of Overtime
 - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
 - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
 - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
 - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3)

hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 2 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12, Hours of Work and 14, Standard Hours, of this award.

35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14, Standard Hours of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12, Hours of Work, of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
 - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
 - (i) the time worked is directed overtime;
 - (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and

- (iv) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the meal allowance shall be at the rate specified in the prevailing ATO ruling.
- (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
- (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
- (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

36. Compensation for Directed Overtime

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
 - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
 - (b) The following conditions shall apply to the leave in lieu:
 - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 33, Rates of Pay of Overtime of this award.
 - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
 - (iv) the leave in lieu shall be taken in hours;
 - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
 - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
 - (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.

37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

38. Leave

(1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

(2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour in a 24 hour period, and it will be calculated based on actual period of leave hours taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

(3) Application for Leave

- (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
- (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.

(4) Limits on Accumulation and Direction to Take Leave

- (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
- (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
- (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.

(5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

- (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
- (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.

(6) Miscellaneous

- (a) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to quarter day (fractions less than a quarter being rounded up).

- (b) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (c) of this subclause.
- (c) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (d) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (c) of this subclause shall be calculated to the hour.
- (e) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
- (f) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
- (g) A staff member to whom paragraph (f) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

40. Sick Leave

(1) General

If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each year. Any leave accrued and not utilised accumulates.

- (b) From 1 January 2011, paid sick leave entitlement will accrue progressively from day to day. Prior to 1 January 2011, sick leave on full pay accrues at the beginning of the calendar year. Staff members appointed after 1 January 2011 will be granted an accrual of 5 days sick leave upon commencement. After the first four months of employment sick will accrue progressively at the rate of 10 days per year for the balance of the first year of service. After the first year of service, sick leave will accrue at the rate of 15 days per year of service.
- (c) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (d) Notwithstanding the provisions of paragraph (c) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- (e) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- (g) Paid sick leave shall not be granted during a period of unpaid leave.

(3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

From 1 January 2011, this clause 40(3) ceases to operate.

(4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

41. Sick Leave - Workers' Compensation

- (1) The Chief Executive Officer shall advise each staff member of the rights under the *Workers' Compensation Act 1987*, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act 1987*, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the *Workers' Compensation Act 1987*.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible

followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.

- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.

Note: The interpretation and application of sub-clause 41(7) was the subject of a judgment of the Supreme Court of New South Wales in *Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales v Industrial Relations Secretary* [2017] NSWSC 1473.

- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Chief Executive Officer either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

42. Sick Leave - Other Than Workers' Compensation

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

- (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and
 - (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.
- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
 - (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

43. Sick Leave - Requirements for Medical Certificate

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to an independent medical practitioner for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the independent medical practitioner.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) in respect of annual leave, the period set out in the medical certificate;
 - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (7) Subclause (6) above applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (8) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

44. Sick Leave to Care for a Family Member

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause

who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse of the staff member; or
 - (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
 - (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

45. Maternity Leave

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
 - (a) for a period up to 14 weeks prior to the expected date of birth; and
 - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
 - (a) full-time for a period of up to 12 months; or
 - (b) part-time for a period of up to 2 years; or
 - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.

- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
 - (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
 - (a) becomes pregnant and wishes to take maternity leave; and
 - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
 - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
 - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,

shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.

Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

46. Parental Leave

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
 - (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy, or in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
 - (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
 - (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service, shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A.

47. Adoption Leave

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
 - (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
 - (a) full-time for a period not exceeding 12 months; or
 - (b) part-time over a period not exceeding 2 years; or
 - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.

- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:
 - (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
 - (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
 - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) Special Adoption Leave

A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.
- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A.

48. Family and Community Service Leave

- (1) The Chief Executive Officer shall, in the case of emergencies or in unexpected personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases or circumstances may include but not be limited to the following:
 - (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) accommodation matters: up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty; and
 - (d) other personal circumstances such as citizenship ceremonies or parent/teacher interviews.
- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be.

2.5 working days in the staff member's first and second years of service and 1 working day for each subsequent year of service.
- (4) If available family and community service leave is exhausted, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44, Sick Leave to Care for a Family Member,

additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.

- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44, Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

49. Observance of Essential Religious or Cultural Obligations

- (1) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
 - (a) adequate notice being given by the staff member; and
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms of the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

50. Long Service Leave

- (1) Entitlement to Long Service Leave
 - (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
 - (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
 - (ii) after service in excess of 10 years, to:
 1. leave as provided by subparagraph (i), and
 2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.
 - (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.

- (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of clause 72, Public Holidays, of this award and shall not be debited from a staff member's long service leave entitlement.
- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday.
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
 - (i) service referred to in this clause includes service before the commencement of this award, and
 - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
 1. any long service leave, or leave in the nature of long service leave, and
 2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the *Public Service (Amendment) Act 1919* as in force at any time, and
 - (iii) the provisions of the *Transferred Officers Extended Leave Act 1961* have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the *Transferred Officers Extended Leave Act 1961*.
- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
 - (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
 - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity, the staff member is entitled:
 - (iii) for 5 years' service, to 1 month's leave on full pay, and
 - (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:

- (i) has been fixed by an award of the Commonwealth:
 - 1. made under the *Conciliation and Arbitration Act 1904* of the Commonwealth, or
 - 2. made under the *Industrial Relations Act 1996*, or
- (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the *Public Sector Employment and Management Act 2002*,

means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.

- (k) For the purposes of paragraph (a), service includes:
 - (i) service under the *Teaching Services Act 1980*, and
 - (ii) service as an administrative officer under the *Police Service Act 1990*, and
 - (iii) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
 - (i) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
 - (ii) to exclude any period of leave without pay taken after that commencement.
- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

(2) Gratuity Payment

- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
- (b) Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
- (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the *Transferred Officers Extended Leave Act 1961* apply to the periods of service for which the leave has accrued.

(3) Payment Where Eligible Staff Members have Died

- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:

- (i) the widow or widower of the staff member, or
- (ii) if there is no such widow or widower, the children of the staff member, or
- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10 years' service as referred to in this clause dies:

- (i) the widow or widower of the staff member, or
- (ii) if there is no such widow or widower, the children of the staff member, or
- (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.

(4) Long Service Leave for Temporary Employees

- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.
- (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

51. Leave Without Pay

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (2) Leave without pay may be granted on a full-time or a part-time basis.

- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

52. Military Leave

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

53. Special Leave

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) **Special Leave for Jury Service**
 - (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
 - (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
 - (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.
- (2) **Witness at Court in an Official Capacity**
 - (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.

- (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

(3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.
- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

(10) Matters Arising from Domestic Violence Situations

When the leave entitlements referred to in clause 54, Leave for Matters Arising From Domestic Violence, have been exhausted, the Chief Executive Officer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

54. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 5 of this award.
- (2) Leave entitlements provided for in clause 48, Family and Community Service Leave, clause 40, Sick Leave and clause 44, Sick Leave to Care for a Family Member, may be used by staff members experiencing domestic violence.
- (3) Where the leave entitlements referred to in subclause (2) are exhausted, the Chief Executive Officer shall grant Special Leave as per clause 53(10).
- (4) The Chief Executive Officer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (5) Personal information concerning domestic violence will be kept confidential by Landcom.
- (6) The Chief Executive Officer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

55. Staff Development, Training Activities and Study Assistance

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

56. Exchanges

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

57. Relocation Package

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

58. Termination of Employment

A full time staff member shall give Landcom 10 working days notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

59. Working from Home

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

60. Private Employment

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

61. Management of Displaced Staff Members

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

62. Child Care Arrangements

Landcom shall consult with the Association during the life of the award on the development of child care arrangements based on the Family Day Care Scheme.

63. Performance Management

- (1) Performance Management System
 - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
 - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
 - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
 - (d) The salary and performance of each staff member shall normally be reviewed annually.
 - (e) Supervisors may complete additional formal appraisals within this annual cycle.

(f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.

(g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

64. Unsatisfactory Performance or Misconduct

(1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.

(2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.

(3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

65. Anti-Discrimination

(1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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

(3) 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.

(4) Nothing in this clause is to be taken to affect:

(a) any conduct or act which is specifically exempted from anti-discrimination legislation;

(b) offering or providing junior rates of pay to persons under 21 years of age;

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

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

- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

66. Association Activities

(1) "On duty" Activities

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
- (i) meetings with management;
- (ii) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
- (iii) any other meeting with management.
- by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;

(2) Special Leave Activities

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

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Unions NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (a), (b) and (c) of this clause apply.

(3) Training Courses

- (a) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members will attract the grant of special leave. The provider(s) of accredited WH&S training courses, and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6, Local Arrangements.
- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
- (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
 - (i) payment being at the ordinary time rate, i.e. excluding extraneous payments such as shift allowances, penalty rates or overtime;
 - (ii) all travelling and associated expenses being met by the staff member or the Association;
 - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.

(4) Period of Notice

The Chief Executive Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other relevant activity is known.

67. Access to Facilities

Landcom shall provide accredited Association delegates with reasonable access to the following facilities for authorised Association activities:

- (1) telephone, facsimile and, where available, e-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

68. Right of Entry

The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Industrial Relations Act 1996*.

69. Industrial Action

- (1) Provisions of the *Industrial Relations Act 1996* shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

70. Technological Change

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

71. Association Deductions

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).
- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

72. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

73. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 3 of the Monetary Rates Table of this award.

74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working full-time to work part-time, with leave without pay for the balance of full-time hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.

- | | |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Part year employment | This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid. |
| 6. Variable year employment | This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid. |
| 7. Working from home | This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so. |

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of clause 12, Hours of Work, of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this clause.

75. Secure Employment

(1) Objective of this Clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Landcom shall give a casual employee notice in writing of the provision of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing

contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Landcom.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
 - (i) Whether the employee will convert to full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Landcom and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

76. Work Health and Safety

- (a) For the purpose of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and /or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contact 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 specific service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (b) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (i) Consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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.

77. Lactation Breaks

- (a) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (b) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (c) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (d) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- (e) Landcom shall provide access at the head office to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (f) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (g) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (h) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 74, Flexible Work Practices of this award, where applicable.

78. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	1 July 2019 \$
1	28	First Aid allowance: (a) Holder of a current First Aid Certificate and designated First Aid Officer (b) Holder of a Current Occupational First Aid Certificate and designated First Aid Officer	Per Annum 940 1,416
2	34(4)	On call allowance	1.01 per hour
3	73	Community Language Allowance	1,463 per annum
4	29	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	\$ per annum 14,311 9,540

APPENDIX A

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (2) Landcom 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 Landcom in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (3) Right to request
 - (a) An employee entitled to parental leave may request Landcom to allow the employee:
 - (i) To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.
 - (b) Landcom 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 Landcom's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and Landcom's decision to be in writing.

The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to work part-time

Where an employee wishes to make a request under 3(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.

(4) 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, Landcom shall take reasonable steps to:

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

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

(b) The employee shall take reasonable steps to inform Landcom 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 Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

APPENDIX B

SALARY SCHEDULE

Landcom Officer Classification Officer	1 July 2019 Per Annum \$
Level 1 Salary point 1	54,046
Level 1 Salary point 2	57,455
Level 1 Salary point 3	59,984
Level 1 Salary point 4	62,831
Level 2 Salary point 5	67,550
Level 2 Salary point 6	70,144
Level 2 Salary point 7	73,391
Level 3 Salary point 8	77,067
Level 3 Salary point 9	80,331
Level 3 Salary point 10	84,337
Level 4 Salary point 11	89,208
Level 4 Salary point 12	92,780
Level 4 Salary point 13	98,444
Management	
Level 5 Salary point 14	106,667
Level 5 Salary point 15	112,250
Level 5 Salary point 16	117,710
Level 6 Salary point 17	124,894
Level 6 Salary point 18	129,812

Level 6 Salary point 19	135,171
Level 7 Salary point 20	142,075
Level 7 Salary point 21	148,262
Level 7 Salary point 22	156,306
Senior Management	
Level 8 Salary point 23	169,626
Level 8 Salary point 24	177,095
Level 8 Salary point 25	185,495
Level 9 Salary point 26	185,869
Level 9 Salary point 27	198,974
Level 10 Salary point 28	205,633
Level 10 Salary point 29	225,724

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

RIVERINA WATER COUNCIL ENTERPRISE AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 200774 of 2019)

Before Chief Commissioner Kite

4 July 2019

AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Coverage and Parties
3.	Date and Period of Operation
4.	Objectives
5.	Future Negotiations
6.	Enterprise Agreements
7.	Workplace Arrangements and Consultative Process
8.	Workplace Change and Redundancy
9.	Grievance and Disputes Resolution Procedure
10.	Terms of Employment
11.	Disciplinary and Counselling Procedure
12.	Part Time Employment
13.	Term Contracts
14.	Casual Employees
15.	Job Share Employment
16.	Appointments and Grading
17.	Alternative Duties and Functions
18.	Hours of Work
19.	Flexibility for Work and Family Responsibilities
20.	Shift Work
21.	Payment
22.	Salary Sacrifice
23.	Superannuation Fund Contributions
24.	Overtime
25.	Pre-arranged overtime
26.	On Call
27.	Call Back
28.	Meal Time and Allowances
29.	Sick and Carer's Leave
30.	Annual Leave
31.	Long Service Leave
32.	Paid Parental Leave
33.	Supporting Parent Leave
34.	Family Violence
35.	Phased Retirement
36.	Union Picnic Day
37.	Award Holidays
38.	Jury Service
39.	Bereavement Leave
40.	Trade Union Leave

41. Leave Without Pay
42. Travelling Allowance
43. Certificates and Licences
44. Private Motor Vehicle - Allowances
45. Motor Vehicle Arrangements
46. Engineering Professionals
47. Training
48. Supply of Residence By Employer
49. Living Away Allowance
50. Wet Weather
51. Work Health and Safety
52. Health and Wellbeing
53. Tool Allowance
54. Telephone
55. Expenses
56. Out Sourcing
57. Classifications and Rates of Pay
58. Superannuation - Additional
59. Employee Loyalty/Attendance Bonus
60. Safety Bonus
61. No Extra Claims
62. Breach of Award

PART B

Appendix A - Anti-discrimination Clause

Appendix B - Rates of Pay

Appendix C - Allowances

Appendix D - Leave

PART A

1. Title

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2019 (hereinafter referred to as the "Award").

2. Coverage and Parties

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

Where the Riverina Water County Council Enterprise Award 2019 is silent the current Local Government (State) Award 2017 and its successor shall prevail.

The parties to this Award are Riverina Water, the New South Wales Local Government, United Services Union (USU); the Electrical Trades Union of Australia, New South Wales Branch (ETU); and Local Government Engineers' Association of New South Wales (LGEA).

3. Date and Period of Operation

This Award shall commence on and from 1 July 2019 and shall remain in force up until 30 June 2022. This Award may be varied or rescinded:

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

- (iii) At any time by a court or tribunal in accordance with applicable employment law. This Award shall cease to have force and effect on 30 June 2022. This Award shall rescind and replace the Riverina Water County Council Award 2016, published 16 December 2016 (381 I.G. 110).

4. Objectives

The parties to the Award are committed to co-operating positively to increase the productivity, structural efficiency and financial sustainability of Local Government and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- improve skill levels and establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices;
- eliminate discrimination;
- establish rates of pay and conditions that are fair and equitable;
- work reasonable hours;
- promote job security;
- ensure and facilitate flexibility for work and family responsibilities;
- ensure the delivery of quality services to the community and continuous improvement;
- encourage innovation;
- promote cooperative and open change management processes; and
- promote the health and safety of workers and other people in the workplace

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

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

5. Future Negotiations

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

6. Enterprise Agreements

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

7. Workplace Arrangements and Consultative Process

A. Aim

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

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

B. Size and Composition

- (i) The size and composition of the consultative committee shall be representative of council's workforce and agreed to by council and the local representatives from the following unions: the New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch and Local Government Engineers' Association of New South Wales (LGEA) and such agreement shall not be unreasonably withheld.
- (ii) The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at council.
- (iii) Officers of the union(s) or Local Government NSW may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

C. Scope of Consultative Committee

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

D. Meetings and Support Services

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

8. Workplace Change and Redundancy

- (i) Employer's Duty to Notify a Proposed Change in Organisation Structure
 - (a) Where the employer proposes a change in the organisation structure that is likely to have significant effects on employees and/or result in a reduction in the size of the employer's workforce, the employer shall notify the employee(s) who may be affected by the proposed change and the union(s) to which they belong, at least twenty-eight (28) days before the change is implemented.
- (ii) Council's Duty to Notify
 - (a) Where Council has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of

work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

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

(iii) Council's duty to Discuss Change

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

(iv) Discussion Before Termination

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

(v) 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.

(vi) Notice of Termination

- (a) Four weeks' notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years' service, where 5 weeks' notice shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
 - (1) Three (3) months' notice of termination; or

- (2) Payment in lieu of the notice in Sub Clause (1) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The full notice period in Sub Clause (1) above shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this award, regardless of whether part payment in lieu thereof is provided.

(vii) Severance Pay

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

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

- (viii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in the council's employment until the expiry of the notice period.
- (ix) 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.
- (x) 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.
- (xi) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.

- (xii) The council shall, upon receipt of a request from an employee to show employment has been terminated, provided to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xiii) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xiv) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xv) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xvi) Subject to an application by the Council and further order of the Industrial Relations Commission on New South Wales (or such other person or body agreed to by all parties to the Award), Council may pay a lesser amount (or no amount) of severance pay than that contained in Sub Clause (vii) above if the council obtains acceptable alternative employment for an employee.
- (xvii) Nothing in this clause shall restrict an employee with twenty years' service or more and council from agreeing to further severance payments.
- (xviii) No Forced Redundancy in Event of Amalgamation / Boundary Change.
 - (a) This clause shall apply in the event of a proposal by the Minister and/or decisions to amalgamate, or otherwise merge, or change the boundary of Riverina Water County Council with other councils and/or local government authorities.
 - (b) This clause shall apply from the date of a proposal by the Minister for amalgamation or boundary change and will continue until either the Minister declines to recommend a proposal for amalgamation or boundary change or for a period of three years following the transfer of employment of an employee to the new council/local government authority, following a proclamation.
 - (c) An employee, without the employee's agreement, must not be terminated on the grounds of redundancy under this clause. That is, the protection against forced redundancy is to take effect from the date of any proposal for amalgamation or boundary change being made by the Minister and will either end if the Minister declines to recommend the proposal and no change is made, or will remain in force for a period of three years following the transfer of an employee to a new council/ local government authority, following a proclamation.

9. Grievance and Disputes Resolution Procedure

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

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

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

Steps 1 and 2 should be completed within five days.

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

Step 3 should be arranged within five days.

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

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

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

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

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

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

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

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

10. Terms of Employment

- (i) Probationary Periods

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

- (ii) Termination of Employment

- (a) Notice of Termination

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

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

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

(b) Statement of Employment

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

(iii) Time off Work During the Period of Notice

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

11. Disciplinary and Counselling Procedure

A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
 - (c) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) Council shall not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position or place of work.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.

- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 10 (ii) - Termination of Employment
- (v) Be entitled to request the presence of a union representative at any stage.

C. Procedures

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

D. Penalties

After complying with the requirements above, council may:

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

12. Part Time Employment

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18 - Hours of Work of this Award.

- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
 - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - (b) The nature of the work to be performed.
 - (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
 - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
 - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours, the provisions of Clause 24 - Overtime shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- (ix) Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- (x) A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

13. Term Contracts

- (i) A council may only employ a person on a term contract of employment in the following situations:
 - (a) For the life of a specific task or project that has a definable work activity, or
 - (b) To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
 - (c) To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
 - (e) To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or

- (f) To trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
- (g) To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
- (h) To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).
- (i) Not to be paid less than the rate of pay set in the salary system for that position.
- (j) Such a term contract position shall not be used to replace an existing position, except in the instances identified in sub paragraphs (c),(d) and (g) above.
- (k) Any position that extends beyond 12 months shall be reviewed by the consultative committee.

14. Casual Employees

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

15. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
 - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
 - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 18 - Hours of Work, of this Award.
 - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
 - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
 - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours the provisions of Clause 24 - Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
 - (a) Job sharers shall have access to all provisions of this Award including training and development.
 - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
 - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
 - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (viii) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (ix) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

16. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:

- (a) The employee's satisfactory performance of duties and functions, and
 - (b) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
 - (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
 - (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
 - (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.
 - (vi) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
 - (a) Request in writing the reasons as to why they were not appointed; and
 - (b) Upon such request council shall provide the reasons in writing.

17. Alternative Duties and Functions

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

- (ii) Equal and Lower Paid Work

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

- (iii) Higher Paid Work

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

An employee shall not act in a higher position for more than three months except in case of relieving an employee on leave or where Riverina Water is experiencing difficulty in filling a vacancy

- (iv) Higher Pay - Award Holidays

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

- (v) Higher Pay - Periods of Leave

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

(vi) Higher Paid Work - Periods of Training

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

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

18. Hours of Work

(i) Spread of Hours

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

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

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

(ii) Starting and Finishing Times

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

(iii) Ordinary Hours of Work

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

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

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

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

- (c) In cases where an employee's rostered day off falls on an award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed

time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

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

(v) Alternative Arrangements

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

(vi) Disturbance

(i) Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation. Staff are entitled to claim time in lieu for disturbance on their timesheets, they will accrue the time.

(ii) An employee remotely responding will be required to maintain and provide to Riverina Water a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total TIL entitlement to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes

19. Flexibility for Work and Family Responsibilities

(i) In recognition of the commitment to provide flexibility for work and family responsibilities and the need to retain skills and experience within the industry, employers are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their work and family responsibilities.

Right to request changes in working conditions

(ii) An employee may request a change in working arrangements if:

(a) The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

(b) The employee is a carer (within the meaning of the Carer Recognition Act 2010);

(c) The employee has a disability;

(d) The employee is 55 or older;

(e) The employee is experiencing violence from a member of the employee's immediate family;

(f) Such other circumstances where an employee can demonstrate a genuine need for flexible work and leave arrangements to attend to work and family responsibilities.

(iii) The employee is not entitled to make the request unless:

(a) For an employee other than a casual employee- the employee has completed at least 12 months of continuous service with the employer immediately before making the request.

Formal requirements

- (iv) The request must:
 - (a) be in writing; and
 - (b) set out the details of the change sought and of the reasons for the change

Considering the request

- (v) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (vi) The employer may refuse the request only on reasonable business grounds. Business grounds will include but not be limited to:
 - (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity; and
 - (e) that the new working arrangements requested by the employee would be likely to have significant negative impact on customer service
- (vii) If the employer refuses the request, the written response must detail the reasons for the refusal.
- (viii) Flexible work and leave arrangements include but are not limited to:
 - (a) make up time;
 - (b) flexi time;
 - (c) time in lieu;
 - (d) leave without pay;
 - (e) annual leave;
 - (f) part-time work;
 - (g) job share arrangements;
 - (h) variations to ordinary hours and rosters;
 - (i) purchased additional annual leave arrangements;
 - (j) working from home arrangements; and
 - (k) arrangements to accommodate breastfeeding women.
- (ix) The terms of agreed changes to working arrangements, including flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

20. Shift Work

Shift Worker Definition

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

Shift Work

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

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

Afternoon Shift - any shift finishing after 4pm but no later than midnight

Night Shift - any shift finishing before but no later than 6 am

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

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

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

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

to any scada alarms received. The on-call operator will be paid according to the on-call clause contained in this agreement.

- (x) An employee/s working a 24 hour shift shall continue to be paid phone and electricity allowance.
- (xi) When shift work is required, it will be organised on the basis of two 7.6 hour shifts or two twelve (12) hour shifts per day. 7.6 hour shifts will be on a 14 day roster of seventy six (76) hours. Twelve (12) hour shifts will be on a twenty eight (28) day roster of one hundred and fifty six (156) hours (including four (4) hours overtime paid at double time).

21. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

22. Salary Sacrifice

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
 - Motor vehicles, supplied by council under a leaseback arrangement
 - Superannuation.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.

- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

23. Superannuation Fund Contributions

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

24. Overtime

(i) Requirement to Work Reasonable Overtime

- (a) Subject to paragraph (b) below, it shall be a condition of employment that employees will be available to work reasonable overtime at overtime rates to meet the needs of Riverina Water.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b) above, what is unreasonable or otherwise will be determined having regard to:
- Any risk to the employee;
 - The employee's personal circumstances including any family and carer responsibilities;
 - The needs of the workplace;
 - The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - Any other matter.

(ii) Sixteen Hour working Period

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

(iii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows for overtime worked, Monday to Friday, Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.

(iv) Payment for Work on a Holiday

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

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

(v) Time off In Lieu Of Payment

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

(vi) Standing By

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

(vii) Transport of Employees

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

(viii) Rest Period After Overtime

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

25. Pre-Arranged Overtime

An employee required to undertake pre-arranged overtime will be paid at the appropriate overtime rate with a minimum of 2 hours at double time.

26. On Call

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

(v) For each award holiday which an employee is on call, the employee shall be granted one day to be taken at a mutually agreed time.

(vi) Rest period after call-out.

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

27. Call Back

(i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.

(ii) An employee working on call back shall be paid a minimum of four hours at the appropriate overtime rate. Any subsequent call backs occurring within a four-hour period of a call back shall not attract any additional payments. The minimum of four hours does not apply where the call back is continuous with an employee's usual hours of work, except as provided for in subclause (iv) (a) below. The overtime rate for call backs commences from the time the employee leaves to attend the call back.

(iii) Rest Period after Call Back

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

(iv) Call Backs running into normal working hours

(a) Where a Call Back runs into normal working hours, a minimum of 4 hours will be paid at the appropriate overtime rate.

(b) After working to the revised finishing time (see Clause 26(vi)) the employee may finish work for the day, or, if deemed fit, may continue until normal finish time. Time worked beyond the revised finish time will be paid at appropriate overtime rates.

28. Meal Time and Allowances

(i) Meal Breaks

(a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.

(b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.

(ii) Meal Times - Shift Workers

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

(iii) Meal Times

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

(iv) Working in Usual Break

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

(v) Overtime Meal Breaks

(a) An employee required to work overtime for two hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in Appendix C - Allowances of this award. The allowance shall also be paid after each further four hours of overtime worked until released.

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

(vi) Shift Work Overtime

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

(vii) On-Call Included

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

29. Sick and Carer's Leave

(i) Sick Leave Entitlement

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

(a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days - Appendix D - Leave, of this award.

(b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.

(c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.

(d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.

(e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

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

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

(v) Accumulated Sick Leave - Termination of Employment

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

(vi) Personal Carer's Leave

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

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

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

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

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

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

(2) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person and as defined by the *Family Law Act 1975*; or

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

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- (f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in Sub Clause (vi) (e) (2) above, who is ill.
- (g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in Sub Clause (vi) (e) (2) above.
- (h) an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (j) if, having elected to take time as leave, in accordance with Sub Clause (h), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (k) an employee may elect, with the consent of Riverina Water, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (l) an employee on shift work may elect, with the consent of the employer, work 'makeup time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (m) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (n) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (o) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

30. Annual Leave

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service. Employees engaged on shift roster will be entitled to an additional 20 hours of annual leave after each twelve months on service.

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

31. Long Service Leave

- (i) Amount of Leave

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

Where an employee has completed more than five (5) years of service with the employer, the employee shall be entitled to apply for long service leave accrued between each completed five (5) years of service on a pro rata basis calculated monthly. Such an application shall not be unreasonably refused.

On completion of ten years' service, 13 weeks

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

- (ii) Accrual of Leave

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

- (iii) Taking of Leave

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

- (iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave.

- (v) Continuous Service

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

- (a) All approved paid leave
- (b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water.
- (c) Employment as a part-time or casual employee.
- (d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this Award provided that the former employer pays to

Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.

- (e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- (f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave without pay.
- (g) Employment with a group training company during the term of an apprenticeship/traineeship for the periods hosted by council to be recognized as service should they obtain full time employment with council during their time upon completion of their apprenticeship/traineeship.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken.

(vii) Payment for Leave

- (a) An employee who is entitled to long service leave may, with the consent of the council, take long service leave:
 - (1) on full pay; or
 - (2) on half pay; or
 - (3) on double pay.
- (b) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - twice the number of days so taken.
- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
 - (1) a period of leave on full pay - the number of days so taken; or
 - (2) a period of leave on half pay - half the number of days so taken; or
 - (3) a period of leave on double pay - the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.

(viii) Entitlements

(a) Allowances

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

(b) Full Pay

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

(c) Payment before Leave

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

(ix) Termination of Employment

(a) Ten Years

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

(b) Short Service

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

(c) Payment on Termination

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

(x) No Payment in Lieu

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

32. Paid Parental Leave

(i)

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

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

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

(ii)

(a) An employee shall be entitled to a total of 14 weeks paid parental leave or special parental leave on full pay; or 28 weeks parental leave or special parental leave on half pay; or parental leave or

special parental leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.

- (b) The employee may choose to commence paid parental leave before the expected date of the birth.
- (iii)
- (a) Annual leave, long service leave, unpaid parental leave and any accumulated time in lieu may be taken in conjunction with paid parental leave and special parental leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.
 - (b) The period of paid parental leave and special parental leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
 - (c) Paid parental leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for parental leave and special parental leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid parental leave or special parental leave.
- (v) Paid parental leave and special parental leave shall be exclusive of public holidays.
- (vi) Notice of intention to take paid parental leave.

The employee must:

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

33. Supporting Parent Leave

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

34. Family Violence

- (i) General Principle

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

(ii) Definition of Family Violence

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

(iii) General Measures

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

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

(iv) Leave

An employee experiencing family violence will have access to 10 days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- (a) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

(v) Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Riverina Water will approve any reasonable request from an employee experiencing family violence for:
 - (i) Changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) Job redesign or changes to duties;
 - (iii) Relocation to suitable employment within the company.
 - (iv) A change to their telephone number or email address to avoid harassing contact;

- (v) Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence

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

35. Phased Retirement

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
 - (a) Part-time work;
 - (b) Flexi time;
 - (c) Leave without pay;
 - (d) Job sharing arrangements;
 - (e) Variations to ordinary hours and rosters;
 - (f) Job redesign;
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either council or the employee.

36. Union Picnic Day

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

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

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

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

37. Award Holidays

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

- (b) The employees' union picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees. Provided that a reasonable level of customer service is to be provided on the day.
- (ii) NAIDOC Week: In addition to subclause (i), 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. Eligible employees shall provide the employer with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause, provided that if less than seven (7) days' notice is given such leave shall not be unreasonably refused.
- (iii) Award Holiday during Leave of Absence

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

38. Jury Service

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

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

39. Bereavement Leave

- (i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with Sub Clauses (i) (a) to (i) (e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) 'Relative' means a person related by blood, marriage or affinity;
 - (2) 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'Household' means a family group living in the same domestic dwelling.

- (ii) Bereavement Entitlements for Casual Employees
 - (a) Subject to providing satisfactory evidence to the council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Sub Clauses (i) (a) to (i) (e) above.
 - (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

40. Trade Union Leave

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

41. Leave Without Pay

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

42. Travelling Allowance

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

43. Certificates and Licences

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

44. Private Motor Vehicle - Allowances

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

45. Motor Vehicle Arrangements

A. VEHICLE ALLOWANCES

- (i) Where, by agreement, the employer requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel, which is based upon rates determined by the Australian Taxation Offices
- (ii) The employer may require an employee to record full details of all such official travel requirements in a log book.
- (iii) Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance in subclause 45A (i) (b) but with a minimum payment as set out in Appendix C - Allowance. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid parental or maternity leave shall not be counted when calculating the minimum quarterly payment.
- (iv) Where the vehicle is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph (i) only and shall not be entitled to the minimum payment as set out in paragraph (iii).
- (v) Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

B. LEASEBACK VEHICLES

(i) GENERAL

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

(ii) Termination of Leaseback Vehicle Arrangement

- (a) Condition of employment - Unless otherwise provided in this clause, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.
- (b) Not a condition of employment - Unless otherwise provided, where the employer and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, the employer shall give a minimum of six (6) months written notice of termination of the arrangement.

Notwithstanding the above, where the leaseback vehicle agreement was entered into prior to 1 November 2010, the employer shall give a minimum of 12 months' notice to terminate the agreement.

- (c) Other - The employer may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with the employer that does not include access to a leaseback vehicle. The employer may also terminate or suspend a leaseback vehicle arrangement where an employee is demoted, for the period of demotion, provided that at least two weeks' notice is given.

(iii) Variation of Leaseback Vehicle Arrangements

- (a) Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fees shall be referred to the consultative committee in accordance with clause 32 of this Award, before a definite decision is made.
- (b) Variations to leaseback fees - Where an employer proposes to increase the leaseback fee an employee is required to pay in any twelve (12) month period by more than the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring subgroup (Cat No 6401.0), the employer shall provide in writing to the employee the reasons for the increase.

In any event the employer shall not increase the leaseback vehicle fee an employee is required to pay in any twelve (12) month period by more than 10%.

This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- (c) Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, the employer and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (v) above shall not apply.

In the absence of agreement, clause 9, Grievance and Disputes Procedures, shall apply.

C. NOVATED LEASES

A novated lease is a type of motor vehicle lease common in Australia between an employee, employer, and finance company, with the responsibility for the lease lying with the employee and the lease payments being made from the employee's pre-tax income.

The employer shall not make it a job requirement that an employee enter into a novated lease agreement for the use of a motor vehicle.

46. Engineering Professionals

(i) Civil Liability - Engineering Professionals

- (a) An employee who is an engineering professional, and
 - (1) Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
 - (2) Such assets may give rise to liability under the Civil Liability Act 2002 shall be paid an allowance in addition to weekly rate, as set out in Appendix C - Allowances in this Award.
- (b) The provision in (i) (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

(ii) Professional Engineer Registration

- (a) Where an engineering employee seeks to be accredited as a Registered or Chartered Professional Engineer and this is consistent with both the organisations' operational need and the employee's career goals, Riverina Water will:
- (b) Pay the reasonable costs associated with obtaining and maintaining such accreditation, including the costs of accreditation fees and compulsory continued professional development training/course fees. Reimbursement of accreditation fees will be to the value of the lowest cost registration scheme available
- (c) Grant reasonable paid leave, to attend or participate in relevant professional development courses or events in order to meet required professional development hours to maintain the accreditation

47. Training

(i) The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce
- (b) providing employees with opportunities through appropriate education and training to acquire additional skills and
- (c) removing barriers to the utilisation of skills in accordance with employers' training plans.

(ii)

- (a) All employees shall have reasonable and equitable access to education and training, such education and training shall:
 - (1) be consistent with the employer's training plan
 - (2) enable employees to acquire the range of skills they are required to apply in their positions
 - (3) enhance employees' opportunities for career path development and mobility through employer's organisation structures, through participation in the employers' training plans.
 - (4) Employees who are required to either hold professional qualifications or complete further professional qualifications and whose positions are evaluated in Band 3 or Band 4 of this Award, shall have access to continuing professional development (CPD) that is consistent with the training plan for their position as follows:
 - (i) 10 hours per annum, or
 - (iii) in accordance with legislated CPD requirements, whichever is the greater.
- (b) Nothing in this clause prevents an employer and employee from agreeing to additional CPD training.

(iii) Training Plan and Budget

- (a) The employer shall develop a training plan and budget consistent with: (1) the current and future skill requirements of the employer.
 - (1) the size, structure and nature of the operations of the employer.

- (2) the need to develop vocational skills relevant to the employer and the Local Government industry.
- (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
- (c) The training plan shall be designed in consultation with the consultative committee.
- (d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
- (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (iv) If an employee is required by the employer to undertake training in accordance with the employer's training plan
- (v) Training Plan and Budget
 - (a) The employer shall develop a training plan and budget consistent with: (1) the current and future skill requirements of the employer.
 - (1) the size, structure and nature of the operations of the employer.
 - (2) the need to develop vocational skills relevant to the employer and the Local Government industry.
 - (b) In developing the training plan, the employer shall have regard to corporate, departmental and individual training needs.
 - (c) The training plan shall be designed in consultation with the consultative committee.
 - (d) The training plan shall, where appropriate, provide for training that is consistent with the relevant National Training Package.
 - (e) The training plan, shall provide for the assessment and recognition of employee's current competencies where possible.
 - (f) Selection of participants to receive the employer's required training in accordance with employer's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- (vi) If an employee is required by the employer to undertake training in accordance with the employer's training plan:
 - (a) the employer shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - (b) where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which the employer will grant paid leave to attend such course requirements shall be specified in the training plan;
 - (c) the employer shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;

- (d) the employer shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - (e) An employee who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of one hour on any one day or bank excess travelling time as time in lieu.
 - (f) where an employee is required to complete major assignment(s) the employer and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- (vii) The employer may grant an employee undertaking a course consistent with the employer's training plan, although not at the employer's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave the employer shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. The employer may pay course fees at its discretion.
- (viii) The parties shall continue to engage with the VET system to ensure that the skills needs of local government are addressed in training package development.

48. Supply of Residence By Employer

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

49. Living Away Allowance

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

50. Wet Weather

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

51. Work Health and Safety

A. Statement of Intent

The parties to the Award are committed to co-operating positively to:

- (i) promote the safety and welfare of workers and other people in the workplace;
- (ii) eliminate unsafe work practices; and
- (iii) ensure that employers and employees understand and comply with their obligations under the *Work Health and Safety Act 2011 (NSW)*, *Work Health and Safety Regulation 2017 (NSW)* and associated codes of practice.

B. Specific Provisions

In the case of extreme and unusual weather conditions which could be assessed as hazardous, employers will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

C. Further Information and Resources

Further information and resources are available from the following organisations:

- (i) SafeWork NSW: www.safework.nsw.gov.au
- (ii) SafeWork Australia: www.safeworkaustralia.gov.au

52. Health and Wellbeing

- (i) The parties to the Award recognise that workplace health and wellbeing programs can lead to positive outcomes such as improved employee work performance and productivity, improved employee recruitment and retention, reduced absenteeism, and other benefits.
- (ii) Employers are encouraged to develop workplace health and/or wellbeing programs that are suited to the needs and resources of the employer.
- (iii) An employee may, with the consent of the employer, take up to two (2) days paid leave per calendar year from their accrued sick leave balance to participate in a health and/or wellbeing activity, subject to the following:
 - (a) the granting of paid leave under this clause is at the discretion of the employer; and
 - (b) the taking of paid leave under this clause must not result in the employee having an accumulated sick leave balance of less than two (2) weeks; and
 - (c) the employer may require proof of participation in the health and/or wellbeing activity to justify payment under this clause.

53. Tool Allowance

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

- (g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

54. Telephone

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

55. Expenses

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

56. Out Sourcing

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

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

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

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

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

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

57. Classifications and Rates of Pay

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.

- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification as listed in Appendix B - Rate of Pay of this Award.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (iv) Rates of pay and allowances in this Award shall move by the following: 3.00% 1st July 2019, 3.00% 1st July 2020 and 3.00% 1st July 2021.

58. Superannuation - Additional

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

Year	Rate
1 July 2019	15.00 %
1 July 2020	15.00 %
1 July 2021	15.00 %

- (ii) The additional percentage each year will be made for all employees whether they are Accumulation or Defined Benefit Fund members as per table above.
- (iii) Council will maintain a 5.50% buffer above the Federal Government Superannuation Guarantee.

59. Employee Loyalty/Attendance Bonus

- (i) Qualification:
 - (a) An employer must have a Sick Leave balance equal to or greater than:
 - (1) 38 hour employee. 635 hours.
 - (2) 35 hour employee. 585 hours.
 - (b) An employee, upon reaching the required minimum balance set out in Sub Clause 58 (i) above may request to be paid an amount of money that is the equivalent to 75% of their annual Sick Leave entitlement balance for that year, always ensuring their total bank does not reduce below the required minimum.
- (ii) Procedure:
 - (a) A written application is required for all claims to be provided within 30 days after the end of the financial year.
 - (b) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employees' balance and no payment request can be for that year.
 - (c) The payment, when requested within the required time, will be made as a one off payment following each financial year.
 - (d) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

60. Safety Bonus

- (i) The parties to the Award are committed to a high standard of health and safety.

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

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

61. No Extra Claims

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

62. Breach of Award

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

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

PART B

APPENDIX A - ANTI-DISCRIMINATION CLAUSE

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

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

NOTES

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

APPENDIX B - RATES OF PAY

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2019 - BAND 1 OPERATIONAL

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	19	1,463.26	1,507.16	1,552.37	1,598.94	1,646.91	85,968.72
	18						83,464.78
	17						81,033.77
	16						78,673.56
	15						76,382.10
1	17	1,379.26	1,420.64	1,463.26	1,507.16	1,552.37	81,033.77
	16						78,673.56
	15						76,382.10
	14						74,157.38
1	13	1,300.09	1,339.09	1,379.26	1,420.64	1,463.26	71,997.45
	14						74,157.38
	13						71,997.45
	12						69,900.44
	11						67,864.50
1	13	1,225.46	1,262.22	1,300.09	1,339.09	1,379.26	71,997.45
	12						69,900.44
	11						67,864.50
	10						65,887.87
1	9	1,155.11	1,189.76	1,225.46	1,262.22	1,300.09	63,968.80
	10						65,887.87
	9						63,968.80
	8						62,105.64
	7						60,296.73
1	9	1,088.80	1,121.47	1,155.11	1,189.76	1,225.46	63,968.80
	8						62,105.64
	7						60,296.73
	6						58,540.52
1	5	1,026.30	1,057.09	1,088.80	1,121.47	1,155.11	56,835.45
	6						58,540.52
	5						56,835.45
	4						55,180.05
	3						53,572.87

1	5	967.39	996.41	1,026.30	1,057.09	1,088.80	56,835.45
	4						55,180.05
	3						53,572.87
	2						52,012.49
	1						50,497.56

Riverina Water - Pay Rates after 3.0% increase
1ST JULY 2019 - BAND 2- ADMINISTRATIVE/TECHNICAL/TRADES

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	31	2,086.26	2,148.84	2,213.31	2,279.71	2,348.10	122570.84
	30						119000.82
	29						115534.78
	28						112169.69
	27						108902.61
2	29	1,966.50	2,025.49	2,086.26	2,148.84	2,213.31	115,534.78
	28						112,169.69
	27						108,902.61
	26						105,730.69
	25						102,651.15
2	27	1,853.61	1,909.22	1,966.50	2,025.49	2,086.26	108,902.61
	26						105,730.69
	25						102,651.15
	24						99,661.31
	23						96,758.56
2	25	1,747.21	1,799.62	1,853.61	1,909.22	1,966.50	102,651.15
	24						99,661.31
	23						96,758.56
	22						93,940.35
	21						91,204.22
2	23	1,646.91	1,696.32	1,747.21	1,799.62	1,853.61	96,758.56
	22						93,940.35
	21						91,204.22
	20						88,547.79
	19						85,968.72
2	21	1,552.37	1,598.94	1,646.91	1,696.32	1,747.21	91,204.22
	20						88,547.79
	19						85,968.72
	18						83,464.78
	17						81,033.77
2	19	1,463.26	1,507.16	1,552.37	1,598.94	1,646.91	85,968.72
	18						83,464.78
	17						81,033.77
	16						78,673.56
	15						76,382.10
2	17	1,379.26	1,420.64	1,463.26	1,507.16	1,552.37	81,033.77
	16						78,673.56
	15						76,382.10
	14						74,157.38
	13						71,997.45
2	15	1,300.09	1,339.09	1,379.26	1,420.64	1,463.26	76,382.10
	14						74,157.38
	13						71,997.45
	12						69,900.44
	11						67,864.50

2	13 12 11 10 9	1,225.46	1,262.22	1,300.09	1,339.09	1,379.26	71,997.45 69,900.44 67,864.50 65,887.87 63,968.80
2	11 10 9 8 7	1,155.11	1,189.76	1,225.46	1,262.22	1,300.09	67,864.50 65,887.87 63,968.80 62,105.64 60,296.73
2	9 8 7 6 5	1,088.80	1,121.47	1,155.11	1,189.76	1,225.46	63,968.80 62,105.64 60,296.73 58,540.52 56,835.45

Riverina Water - Pay Rates after 3.0% increase
1 July 2019 Band 3 - Professional Specialist

BAND	LEVEL	ENTRY	ENTRY+	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
3	39 38 37 36 35	2,642.81	2,722.09	2,803.75	2,887.87	2,974.50	155,269.08 150,746.68 146,356.00 142,093.20 137,954.56
3	37 36 35 34 33	2,491.10	2,565.83	2,642.81	2,722.09	2,803.75	146,356.00 142,093.20 137,954.56 133,936.47 130,035.41
3	35 34 33 32 31	2,348.10	2,418.54	2,491.10	2,565.83	2,642.81	137,954.56 133,936.47 130,035.41 126,247.97 122,570.84
3	33 32 31 30 29	2,213.31	2,279.71	2,348.10	2,418.54	2,491.10	130,035.41 126,247.97 122,570.84 119,000.82 115,534.78
3	31 30 29 28 27	2,086.26	2,148.84	2,213.31	2,279.71	2,348.10	122,570.84 119,000.82 115,534.78 112,169.69 108,902.61
3	29 28 27 26 25	1,966.50	2,025.49	2,086.26	2,148.84	2,213.31	115,534.78 112,169.69 108,902.61 105,730.69 102,651.15
3	27 26 25 24 23	1,853.61	1,909.22	1,966.50	2,025.49	2,086.26	108,902.61 105,730.69 102,651.15 99,661.31 96,758.56

3	25 24 23 22 21	1,747.21	1,799.62	1,853.61	1,909.22	1,966.50	102,651.15 99,661.31 96,758.56 93,940.35 91,204.22
3	23 22 21 20 19	1,646.91	1,696.32	1,747.21	1,799.62	1,853.61	96,758.56 93,940.35 91,204.22 88,547.79 85,968.72
3	21 20 19 18 17	1,552.37	1,598.94	1,646.91	1,696.32	1,747.21	91,204.22 88,547.79 85,968.72 83,464.78 81,033.77
3	19 18 17 16 15	1,463.26	1,507.16	1,552.37	1,598.94	1,646.91	85,968.72 83,464.78 81,033.77 78,673.56 76,382.10
3	17 16 15 14 13	1,379.26	1,420.64	1,463.26	1,507.16	1,552.37	81,033.77 78,673.56 76,382.10 74,157.38 71,997.45
3	15 14 13 12 11	1,300.09	1,339.09	1,379.26	1,420.64	1,463.26	76,382.10 74,157.38 71,997.45 69,900.44 67,864.50
3	13 12 11 10 9	1,225.46	1,262.22	1,300.09	1,339.09	1,379.26	71,997.45 69,900.44 67,864.50 65,887.87 63,968.80

Riverina Water - Pay Rates after 3.0% increase
1 July 2020 - Band 1 - Operational

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	19 18 17 16 15	1,507.16	1,552.37	1,598.95	1,646.91	1,696.32	88,547.97 85,968.91 83,464.96 81,033.94 78,673.73
1	17 16 15 14 13	1,420.64	1,463.26	1,507.16	1,552.37	1,598.95	83,464.96 81,033.94 78,673.73 76,382.26 74,157.53
1	15 14 13 12 11	1,339.09	1,379.26	1,420.64	1,463.26	1,507.16	78,673.73 76,382.26 74,157.53 71,997.61 69,900.59

1	13 12 11 10 9	1,262.22	1,300.09	1,339.09	1,379.26	1,420.64	74,157.53 71,997.61 69,900.59 67,864.65 65,888.01
1	11 10 9 8 7	1,189.77	1,225.46	1,262.22	1,300.09	1,339.09	69,900.59 67,864.65 65,888.01 63,968.94 62,105.77
1	9 8 7 6 5	1,121.47	1,155.11	1,189.77	1,225.46	1,262.22	65,888.01 63,968.94 62,105.77 60,296.86 58,540.64
1	7 6 5 4 3	1,057.09	1,088.80	1,121.47	1,155.11	1,189.77	62,105.77 60,296.86 58,540.64 56,835.57 55,180.17
1	5 4 3 2 1	996.41	1,026.30	1,057.09	1,088.80	1,121.47	58,540.64 56,835.57 55,180.17 53,572.98 52,012.60

Riverina Water - Pay Rates after 3.0% increase
1st July 2020 - Band 2 Administrative/Technical Trades

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	31 30 29 28 27	2,148.85	2,213.31	2,279.71	2,348.11	2,418.55	126248.24 122571.10 119001.07 115535.02 112169.92
2	29 28 27 26 25	2,025.50	2,086.26	2,148.85	2,213.31	2,279.71	119,001.07 115,535.02 112,169.92 108,902.84 105,730.91
2	27 26 25 24 23	1,909.22	1,966.50	2,025.50	2,086.26	2,148.85	112,169.92 108,902.84 105,730.91 102,651.37 99,661.52
2	25 24 23 22 21	1,799.63	1,853.62	1,909.22	1,966.50	2,025.50	105,730.91 102,651.37 99,661.52 96,758.76 93,940.54
2	23 22 21 20 19	1,696.32	1,747.21	1,799.63	1,853.62	1,909.22	99,661.52 96,758.76 93,940.54 91,204.41 88,547.97

2	21 20 19 18 17	1,598.95	1,646.91	1,696.32	1,747.21	1,799.63	93,940.54 91,204.41 88,547.97 85,968.91 83,464.96
2	19 18 17 16 15	1,507.16	1,552.37	1,598.95	1,646.91	1,696.32	88,547.97 85,968.91 83,464.96 81,033.94 78,673.73
2	17 16 15 14 13	1,420.64	1,463.26	1,507.16	1,552.37	1,598.95	83,464.96 81,033.94 78,673.73 76,382.26 74,157.53
2	15 14 13 12 11	1,339.09	1,379.26	1,420.64	1,463.26	1,507.16	78,673.73 76,382.26 74,157.53 71,997.61 69,900.59
2	13 12 11 10 9	1,262.22	1,300.09	1,339.09	1,379.26	1,420.64	74,157.53 71,997.61 69,900.59 67,864.65 65,888.01
2	11 10 9 8 7	1,189.77	1,225.46	1,262.22	1,300.09	1,339.09	69,900.59 67,864.65 65,888.01 63,968.94 62,105.77
2	9 8 7 6 5	1,121.47	1,155.11	1,189.77	1,225.46	1,262.22	65,888.01 63,968.94 62,105.77 60,296.86 58,540.64

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2020 - BAND 3 PROFESSIONAL / SPECIALIST

BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
3	39 38 37 36 35	2,722.10	2,803.76	2,887.87	2,974.51	3,063.75	159,927.49 155,269.41 150,747.00 146,356.31 142,093.50
3	37 36 35 34 33	2,565.84	2,642.81	2,722.10	2,803.76	2,887.87	150,747.00 146,356.31 142,093.50 137,954.86 133,936.75
3	35 34 33 32 31	2,418.55	2,491.11	2,565.84	2,642.81	2,722.10	142,093.50 137,954.86 133,936.75 130,035.68 126,248.24

3	33 32 31 30 29	2,279.71	2,348.11	2,418.55	2,491.11	2,565.84	133,936.75 130,035.68 126,248.24 122,571.10 119,001.07
3	31 30 29 28 27	2,148.85	2,213.31	2,279.71	2,348.11	2,418.55	126,248.24 122,571.10 119,001.07 115,535.02 112,169.92
3	29 28 27 26 25	2,025.50	2,086.26	2,148.85	2,213.31	2,279.71	119,001.07 115,535.02 112,169.92 108,902.84 105,730.91
3	27 26 25 24 23	1,909.22	1,966.50	2,025.50	2,086.26	2,148.85	112,169.92 108,902.84 105,730.91 102,651.37 99,661.52
3	25 24 23 22 21	1,799.63	1,853.62	1,909.22	1,966.50	2,025.50	105,730.91 102,651.37 99,661.52 96,758.76 93,940.54
3	23 22 21 20 19	1,696.32	1,747.21	1,799.63	1,853.62	1,909.22	99,661.52 96,758.76 93,940.54 91,204.41 88,547.97
3	21 20 19 18 17	1,598.95	1,646.91	1,696.32	1,747.21	1,799.63	93,940.54 91,204.41 88,547.97 85,968.91 83,464.96
3	19 18 17 16 15	1,507.16	1,552.37	1,598.95	1,646.91	1,696.32	88,547.97 85,968.91 83,464.96 81,033.94 78,673.73
3	17 16 15 14 13	1,420.64	1,463.26	1,507.16	1,552.37	1,598.95	83,464.96 81,033.94 78,673.73 76,382.26 74,157.53
3	15 14 13 12 11	1,339.09	1,379.26	1,420.64	1,463.26	1,507.16	78,673.73 76,382.26 74,157.53 71,997.61 69,900.59
3	13 12 11 10 9	1,262.22	1,300.09	1,339.09	1,379.26	1,420.64	74,157.53 71,997.61 69,900.59 67,864.65 65,888.01

Riverina Water - Pay Rates after 3.0 increase
1st July 2021 - Band 1 Operational

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	19	1,552.37	1,598.94	1,646.91	1,696.32	1,747.21	91,204.21
	18						88,547.77
	17						85,968.71
	16						83,464.77
	15						81,033.76
1	17	1,463.26	1,507.16	1,552.37	1,598.94	1,646.91	85,968.71
	16						83,464.77
	15						81,033.76
	14						78,673.55
	13						76,382.09
1	15	1,379.26	1,420.64	1,463.26	1,507.16	1,552.37	81,033.76
	14						78,673.55
	13						76,382.09
	12						74,157.37
	11						71,997.44
1	13	1,300.09	1,339.09	1,379.26	1,420.64	1,463.26	76,382.09
	12						74,157.37
	11						71,997.44
	10						69,900.43
	9						67,864.50
1	11	1,225.46	1,262.22	1,300.09	1,339.09	1,379.26	71,997.44
	10						69,900.43
	9						67,864.50
	8						65,887.86
	7						63,968.80
1	9	1,155.11	1,189.76	1,225.46	1,262.22	1,300.09	67,864.50
	8						65,887.86
	7						63,968.80
	6						62,105.63
	5						60,296.73
1	7	1,088.80	1,121.47	1,155.11	1,189.76	1,225.46	63,968.80
	6						62,105.63
	5						60,296.73
	4						58,540.51
	3						56,835.45
1	5	1,026.30	1,057.09	1,088.80	1,121.47	1,155.11	60,296.73
	4						58,540.51
	3						56,835.45
	2						55,180.05
	1						53,572.86

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2021 - BAND 2 ADMINISTRATIVE / TECHNICAL / TRADES

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	31	2,213.31	2,279.71	2,348.10	2,418.54	2,491.10	130,035.39
	30						126,247.95
	29						122,570.83
	28						119,000.80
	27						115,534.76

2	29 28 27 26 25	2,086.26	2,148.84	2,213.31	2,279.71	2,348.10	122,570.83 119,000.80 115,534.76 112,169.67 108,902.59
2	27 26 25 24 23	1,966.50	2,025.49	2,086.26	2,148.84	2,213.31	115,534.76 112,169.67 108,902.59 105,730.67 102,651.14
2	25 24 23 22 21	1,853.61	1,909.22	1,966.50	2,025.49	2,086.26	108,902.59 105,730.67 102,651.14 99,661.30 96,758.54
2	23 22 21 20 19	1,747.21	1,799.62	1,853.61	1,909.22	1,966.50	102,651.14 99,661.30 96,758.54 93,940.33 91,204.21
2	21 20 19 18 17	1,646.91	1,696.32	1,747.21	1,799.62	1,853.61	96,758.54 93,940.33 91,204.21 88,547.77 85,968.71
2	19 18 17 16 15	1,552.37	1,598.94	1,646.91	1,696.32	1,747.21	91,204.21 88,547.77 85,968.71 83,464.77 81,033.76
2	17 16 15 14 13	1,463.26	1,507.16	1,552.37	1,598.94	1,646.91	85,968.71 83,464.77 81,033.76 78,673.55 76,382.09
2	15 14 13 12 11	1,379.26	1,420.64	1,463.26	1,507.16	1,552.37	81,033.76 78,673.55 76,382.09 74,157.37 71,997.44
2	13 12 11 10 9	1,300.09	1,339.09	1,379.26	1,420.64	1,463.26	76,382.09 74,157.37 71,997.44 69,900.43 67,864.50
2	11 10 9 8 7	1,225.46	1,262.22	1,300.09	1,339.09	1,379.26	71,997.44 69,900.43 67,864.50 65,887.86 63,968.80
2	9 8 7 6 5	1,155.11	1,189.76	1,225.46	1,262.22	1,300.09	67,864.50 65,887.86 63,968.80 62,105.63 60,296.73

Riverina Water - Pay Rates after 3.0 increase
 1st JULY 2021 - BAND 3 PROFESSIONAL / SPECIALIST

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
3	39 38 37 36 35	2,803.75	2,887.87	2,974.50	3,063.74	3,155.65	164,724.94 159,927.13 155,269.06 150,746.66 146,355.98
3	37 36 35 34 33	2,642.81	2,722.09	2,803.75	2,887.87	2,974.50	155,269.06 150,746.66 146,355.98 142,093.18 137,954.55
3	35 34 33 32 31	2,491.10	2,565.83	2,642.81	2,722.09	2,803.75	146,355.98 142,093.18 137,954.55 133,936.45 130,035.39
3	33 32 31 30 29	2,348.10	2,418.54	2,491.10	2,565.83	2,642.81	137,954.55 133,936.45 130,035.39 126,247.95 122,570.83
3	31 30 29 28 27	2,213.31	2,279.71	2,348.10	2,418.54	2,491.10	130,035.39 126,247.95 122,570.83 119,000.80 115,534.76
3	29 28 27 26 25	2,086.26	2,148.84	2,213.31	2,279.71	2,348.10	122,570.83 119,000.80 115,534.76 112,169.67 108,902.59
3	27 26 25 24 23	1,966.50	2,025.49	2,086.26	2,148.84	2,213.31	115,534.76 112,169.67 108,902.59 105,730.67 102,651.14
3	25 24 23 22 21	1,853.61	1,909.22	1,966.50	2,025.49	2,086.26	108,902.59 105,730.67 102,651.14 99,661.30 96,758.54
3	23 22 21 20 19	1,747.21	1,799.62	1,853.61	1,909.22	1,966.50	102,651.14 99,661.30 96,758.54 93,940.33 91,204.21
3	21 20 19 18 17	1,646.91	1,696.32	1,747.21	1,799.62	1,853.61	96,758.54 93,940.33 91,204.21 88,547.77 85,968.71

3	19					1,747.21	91,204.21
	18				1,696.32		88,547.77
3	17			1,646.91			85,968.71
	16		1,598.94				83,464.77
	15	1,552.37					81,033.76
	14				1,598.94	1,646.91	85,968.71
3	16						83,464.77
	15			1,552.37			81,033.76
	14		1,507.16				78,673.55
	13	1,463.26					76,382.09
	12				1,507.16	1,552.37	81,033.76
3	14						78,673.55
	13			1,463.26			76,382.09
	12		1,420.64				74,157.37
	11	1,379.26					71,997.44
	10				1,420.64	1,463.26	76,382.09
3	13						74,157.37
	12			1,379.26			71,997.44
	11		1,339.09				69,900.43
	10						67,864.50
	9	1,300.09					

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2019 - BAND 2 - ELECTRICAL TRADES

BAND	LEVEL	ENTRY	ENTRY +	COMPETENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	EL 25					2,026.66	105791.652
	EL 24				1,969.38		102801.636
	EL 23			1,913.77			99898.794
	EL 22		1,859.78				97080.516
	EL 21	1,807.37					94344.714
2	EL 23					1,913.77	99,898.79
	EL 22				1,859.78		97,080.52
	EL 21			1,807.37			94,344.71
	EL 20		1,756.48				91,688.26
	EL 19	1,707.07					89,109.05
2	EL 21					1,807.37	94,344.71
	EL 20				1,756.48		91,688.26
	EL 19			1,707.07			89,109.05
	EL 18		1,659.10				86,605.02
	EL 17	1,612.53					84,174.07
2	EL 19					1,707.07	89,109.05
	EL 18				1,659.10		86,605.02
	EL 17			1,612.53			84,174.07
	EL 16		1,567.32				81,814.10
	EL 15	1,523.42					79,522.52
2	EL 17					1,612.53	84,174.07
	EL 16				1,567.32		81,814.10
	EL 15			1,523.42			79,522.52
	EL 14		1,480.80				77,297.76
	EL 13	1,439.42					75,137.72
2	EL 15					1,523.42	79,522.52
	EL 14				1,480.80		77,297.76
	EL 13			1,439.42			75,137.72
	EL 12		1,399.25				73,040.85
	EL 11	1,360.25					71,005.05

2	EL 13	1,285.62	1,322.38	1,360.25	1,399.25	1,439.42	75,137.72
	EL 12						73,040.85
	EL 11						71,005.05
	EL 10						69,028.24
	EL 9						67,109.36
2	EL 11	1,215.27	1,249.92	1,285.62	1,322.38	1,360.25	71,005.05
	EL 10						69,028.24
	EL 9						67,109.36
	EL 8						65,245.82
	EL 7						63,437.09

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2020 - BAND 2 - ELECTRICAL TRADES

BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	EL 25	1,861.60	1,959.59	1,971.20	2,028.48	2,087.47	108965.934
	EL 24						105886.656
	EL 23						102896.64
	EL 22						102290.598
	EL 21						97175.52
2	EL 23	1,758.30	1,809.19	1,861.60	1,959.59	1,971.20	102,896.64
	EL 22						102,290.60
	EL 21						97,175.52
	EL 20						94,439.72
	EL 19						91,783.26
2	EL 21	1,660.92	1,708.89	1,758.30	1,809.19	1,861.60	97,175.52
	EL 20						94,439.72
	EL 19						91,783.26
	EL 18						89,204.06
	EL 17						86,700.02
2	EL 19	1,569.14	1,614.35	1,660.92	1,708.89	1,758.30	91,783.26
	EL 18						89,204.06
	EL 17						86,700.02
	EL 16						84,269.07
	EL 15						81,909.11
2	EL 17	1,482.62	1,525.24	1,569.14	1,614.35	1,660.92	86,700.02
	EL 16						84,269.07
	EL 15						81,909.11
	EL 14						79,617.53
	EL 13						77,392.76
2	EL 15	1,401.07	1,441.24	1,482.62	1,525.24	1,569.14	81,909.11
	EL 14						79,617.53
	EL 13						77,392.76
	EL 12						75,232.73
	EL 11						73,135.85
2	EL 13	1,324.20	1,362.06	1,401.07	1,441.24	1,482.62	77,392.76
	EL 12						75,232.73
	EL 11						73,135.85
	EL 10						71,099.53
	EL 9						69,123.24
2	EL 11	1,251.73	1,287.43	1,324.20	1,362.06	1,401.07	73,135.85
	EL 10						71,099.53
	EL 9						69,123.24
	EL 8						67,203.85
	EL 7						65,340.31

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2021 - BAND 2 ELECTRICAL TRADES

BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
2	EL 25 EL 24 EL 23 EL 22 EL 21	1,917.46	1,973.07	2,030.35	2,089.34	2,150.11	112235.742 109063.548 105984.27 102994.254 100091.412
2	EL 23 EL 22 EL 21 EL 20 EL 19	1,811.06	1,863.47	1,917.46	1,973.07	2,030.35	105,984.27 102,994.25 100,091.41 97,273.13 94,537.33
2	EL 21 EL 20 EL 19 EL 18 El 17	1,710.76	1,760.17	1,811.06	1,863.47	1,917.46	100,091.41 97,273.13 94,537.33 91,880.87 89,301.67
2	EL 19 EL 18 EL 17 EL 16 El 15	1,616.22	1,662.79	1,710.76	1,760.17	1,811.06	94,537.33 91,880.87 89,301.67 86,797.64 84,366.68
2	EL 17 EL 16 EL 15 EL 14 EL 13	1,527.10	1,571.00	1,616.22	1,662.79	1,710.76	89,301.67 86,797.64 84,366.68 82,006.20 79,714.62
2	EL 15 EL 14 EL 13 EL 12 EL 11	1,443.11	1,484.48	1,527.10	1,571.00	1,616.22	84,366.68 82,006.20 79,714.62 77,489.86 75,330.34
2	EL 13 EL 12 EL 11 EL 10 EL 9	1,363.93	1,402.93	1,443.11	1,484.48	1,527.10	79,714.62 77,489.86 75,330.34 73,232.95 71,197.15
2	EL 11 EL 10 EL 9 EL 8 EL 7	1,289.30	1,326.06	1,363.93	1,402.93	1,443.11	75,330.34 73,232.95 71,197.15 69,220.33 67,301.46

Riverina Water - Pay Rates after 3.0% increase
1st JULY 2019 - BAND 1 OPERATIONAL/TRAINEE/APPRENTICE

BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	T8 T7 T6 T5 T4 T3			1,122.17 1,073.80 1,015.76 928.69 812.60 696.52			58,577.18 56,052.30 53,022.44 48,477.66 42,417.95 36,358.25

	T2			580.43			30,298.54
	T1			464.35			24,238.83

Riverina Water - Pay Rates after 3.0% increase

1st JULY 2020 - BAND 1 OPERATIONAL/TRAINEE/APPRENTICE

BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	T8			1,155.84			60,334.62
	T7			1,106.02			57,733.99
	T6			1,046.23			54,613.23
	T5			956.55			49,932.10
	T4			836.98			43,690.59
	T3			717.42			37,449.07
	T2			597.85			31,207.56
	T1			478.28			24,966.05

Riverina Water - Pay Rates after 3.0% increase

1st JULY 2021 - BAND 1 OPERATIONAL/TRAINEE/APPRENTICE

BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL
1	T8			1,190.51			62,144.52
	T7			1,139.19			59,465.87
	T6			1,077.62			56,251.50
	T5			985.25			51,429.95
	T4			862.09			45,001.20
	T3			738.94			38,572.46
	T2			615.78			32,143.72
	T1			492.62			25,714.97

Appendix C - Allowances

		From 1/07/2019 \$	From 1/07/2020 \$	From 1/07/2021 \$
On Call	Per Day	54.45	56.10	57.75
Clause 26 (iii)	Max Per Week	381.15	392.60	404.35
Meal Allowance Clause 28 v(a)	Per Meal	31.15	32.10	33.05
Tool Allowance Clause 51 (i)	Per Week	37.55	38.65	39.80
Private Vehicle Allowance (\$/km) Clause 44 & 45		ATO	ATO	ATO
Vehicle minimum quarterly payment - Clause 45		2145.00	2145.00	2145.00
Living Away Allowance	Per Night	83.20	85.70	88.30
Clause 48	Extra Day	32.45	33.40	34.40
Civil Liability - Engineering Professionals Paid in addition to employees weekly rate	Per Week	3.50%	3.50%	3.50%

Appendix D - Leave

Award Standard Day				
		8 day	1 day	Additional day RDO, Sick & Annual day
Annual Leave	70 Hour 9 Day Fortnight	7.78	7.76	7.78
	Ordinary Day	7.00	7.00	
	RDO Accrual	0.78	0.76	
	70 Hour 10 Day Fortnight	7.00	7.00	7.00
	76 Hour 9 Day Fortnight	8.45	8.40	8.45
	Ordinary Day	7.60	7.60	
	RDO Accrual	0.85	0.80	
	76 Hour 9 Day Fortnight	7.60	7.60	7.60
	70 Hour 10 Day Fortnight	7.00		
	76 Hour 10 Day Fortnight	7.60		
Upon Anniversary	35 Hour/Week Employees	38 Hour/Week Employees	Shift Employees	
	Entitlement Hours	Entitlement Hours	Entitlement Hours	
	140.00	152.00	172.00	
Sick Leave				
Year 0 - 4	35 Hour/Week Employees	38 Hour/Week Employees	Shift Employees	
Year 5 onwards	Entitlement Hours	Entitlement Hours	Entitlement Hours	
	105.00	114.00	114.00	
	126.00	136.80	136.80	

- Part time employees' entitlement will be calculated on applicable working hours.

P. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY),
CONSERVATION FIELD OFFICERS REVIEWED AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 287393 of 2018)

Before Chief Commissioner Kite

1 February 2019

REVIEWED AWARD

Clause No. Subject Matter

PART A

- 1. Title of Award
- 2. Incidence and Duration
- 3. Definitions
- 4. Parties
- 5. Supersession
- 6. Objectives of Award
- 7. No Extra Claims
- 8. Contract of Employment
- 9. Classifications and Rates of Pay
- 10. Hours of Work
- 11. Overtime
- 12. Rostered Days Off
- 13. Leave
- 14. Allowances to Reimburse Expenses
- 15. Inclement Weather
- 16. First-Aid and Health and Safety Issues
- 17. Work Apparel
- 18. Tools and Protective Clothing
- 19. Settlement of Disputes
- 20. Anti-Discrimination
- 21. Counselling and Discipline
- 22. Contractors' Protocol
- 23. Agreed Procedures for Market Testing and Contracting Out
- 24. Ongoing Award Review
- 25. Deduction of Union Membership Fees

PART B

MONETARY RATES

- Schedule 1 - Wage Rates
- Schedule 2 - Competency and Grading Alignment
- Schedule 3 - Allowances

PART A

1. Title of Award

This Award, made pursuant to Part 1, Division 1, clause 10 of the *Industrial Relations Act* 1996, shall be known as the Crown Employees (Department of Industry), Conservation Field Officers Reviewed Award 2018.

2. Area, Incidence and Duration

- 2.1 This Award was made following a 2015 review under section 19 of the *Industrial Relations Act* 1996 and rescinded and replaced the Conservation Field Officers (NSW Department Trade and Investment, Regional Infrastructure and Services, and, NSW Office of Environment and Heritage)Reviewed Award 2015 published 27 November 2015 (378 I.G. 381) and all variations thereof.
- 2.2 The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act* 2013, Government Sector Employment Regulation 2014, the Government Sector Employment Rules 2014, Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2015) Award; or any Awards replacing these Awards.
- 2.3 The changes made to the Award pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2019.
- 2.4 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

3. Definitions

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

Mechanical Tradesperson

Fitter

Electrician

Plant Electrician

Painter

Carpenter

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

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

- (vii) "Employee" means and includes all persons employed on an ongoing full time, ongoing part time, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, the

- Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014 who are assigned to a role classified under this Award in the Department or the Office.
- (viii) "Employer" means the Secretary of the Treasury established under the *Government Sector Employment Act 2013*.
 - (viii) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
 - (ix) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 13 Leave Conditions.
 - (x) "Ongoing full-time employee" means an employee assigned to role on an ongoing full-time basis under the provisions of the *Government Sector Employment Act 2013*, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
 - (xi) "Ongoing Part-time employee" means an employee, subject to the provisions of the *Government Sector Employment Act 2013*, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014, who is engaged for less than 38 hours per week and who receives the same range of entitlements as an ongoing full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Ongoing Part-time employees do not receive a casual loading.
 - (xii) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
 - (xiii) "Regulation" means the Government Sector Regulation 2014.
 - (xiv) "Role" means a role assigned to an employee under the provisions of the *Government Sector Employment Act 2013*, Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
 - (xv) "Rules" means the Government Sector Employment Rules 2014.
 - (xvi) "SBU" means the Single Bargaining Unit which is comprised of the parties to this Award as agreed by those parties.
 - (xvii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
 - (xviii) "The Department or the Office" means the Department of Industry, Skills and Regional Development or the New South Wales Office of Environment and Heritage.
 - (xix) "Union" means one or all of the union parties to the Award listed in clause 4(i) to (vii) below, as appropriate.

4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales Branch.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (iii) Electrical Trades Union.
- (iv) Construction, Forestry, Mining and Energy Union.
- (v) United Voice.

- (vi) Plumbers and Gasfitters Union.
- (vii) Transport Workers' Union, and
- (viii) The Industrial Relations Secretary.

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

5. Supersession

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

Surveyors Field Hands (State) Award (now rescinded)

Gangers (State) Award (now rescinded)

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

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

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Trades) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995

and all variations thereto, in so far as they apply to employees within the Department or the Office.

6. Objectives of Award

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

These objectives will be achieved through:

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

- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed under clause 9.

7. No Extra Claims

The parties agree that they will not pursue any further claims relating to the matters covered by this Award, provided that this Award may be varied during its term in accordance with section 17 of the *Industrial Relations Act 1996*.

8. Contract of Employment

8.1 Weekly Employment

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

8.2 Pay Period

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

8.3 Payment Method

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

8.4 Pay Advice

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

8.5 Payment on Termination

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

9. Classifications and Rates of Pay

9.1 Rates of Pay

- (i) The minimum weekly rates for ongoing full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the Crown Employees Wages Staff (Rates of Pay) Award 2015, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

9.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 12:

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

provided that casual employees will be paid for a minimum of 4 hours for each engagement.

9.3 Rates of Pay for Part-time Employees

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

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

at the same classification level

9.4 Classification of Employees

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

9.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise capabilities and competencies achieved and used;
- (ii) group all employees covered by this Award into one of several (excluding trainees/apprenticeship) levels;
- (iii) allow for career progression based on acquisition and use of capabilities and competencies as defined in subclause 9.4.

9.6 Supervision

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

9.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading, subject to the provisions of the Act, Regulation and Rules and based on capabilities and competency acquisition and use. Subject to subclause 9.8, notification of the results of the review by the subcommittee to the appropriate employee salaries section will be sufficient to regrade the role and the employee assigned to the role.

9.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 19.

9.9 Above Level Assignments

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

10. Hours of Work

10.1 Ordinary Hours of Work

Subject to subclauses 10.2 and 10.3:

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

10.2 Variation of Ordinary Hours of Work

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

10.3 Part-time Hours

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

- (i) the ordinary hours of duty are agreed between the employee concerned and the Department or the Office and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned ;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Department or the Office will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 19. The Union will not unreasonably object to an agreement under this subclause.

11. Overtime

11.1 Overtime Definition

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

- (a) in excess of 501 hours per settlement period; and/or
- (b) outside the span of hours, as established for each employee under clause 11.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 14.3).

11.2 Employees to Work Reasonable Overtime

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

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

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

11.3 Overtime Rates

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

11.4 Minimum Periods

An employee who works overtime:

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

11.5 Break from Duty

Following completion of overtime, an employee shall either:

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

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

11.6 Meal Breaks

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

11.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 11.6(ii) at the rates specified in Schedule 3.

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

12. Rostered Days Off

12.1 Entitlement

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

12.2 Scheduling RDOs

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

12.3 Accumulating RDOs

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

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

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

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

13. Leave

13.1 General Provisions

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

13.2 Sick Leave

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

13.3 Parental leave

13.3.A Parental leave for casual employees

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

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

13.3.B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the appropriate Secretary shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the role the employee was assigned to before commencing parental leave; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee was assigned to before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the appropriate Secretary about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the appropriate Secretary of changes of address or other contact details which might affect the appropriate Secretary's capacity to comply with paragraph 13.3.4.1 above.

13.3.C Right to request

- (i) An employee entitled to parental leave may request the appropriate Secretary to allow the employee:
 - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks
 - (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
 - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (ii) The appropriate Secretary shall consider the request having regard to the Department's or the Office's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the organisation's business. Such grounds might include cost, lack of adequate replacement employee, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the appropriate Secretary's decision made under 13.3C (i)(b) and 13.3C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 13.3C(i)(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

13.4 Personal/Carer's Leave

13.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 13.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 13.2 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and

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

13.4.B Use of Annual Leave

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

13.4.C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the appropriate Secretary, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 13.4A(iii)(b) who is ill.

13.4.D Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 13.4A(iii)(b) of the Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

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

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

- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the appropriate Secretary to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (b) establish by production of documentation acceptable to the appropriate Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

13.4.E Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iii)(b) of Clause 13.4C Personal/Carers Leave.
- (ii) The appropriate Secretary and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of a appropriate Secretary to engage or not engage a casual employee are otherwise not affected.

13.5 Annual Leave

- (i) An employee may elect, with the consent of the appropriate Secretary, to take annual leave not exceeding 10 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph 13.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and the appropriate Secretary may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

13.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the appropriate Secretary, to take time off in lieu of payment for overtime at a time or times agreed with the appropriate Secretary within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph 13.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subparagraph 13.6(i), the employee shall be paid overtime rates in accordance with the Award.

13.7 Make-up Time

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

13.8 Public Holidays

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

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

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

13.9 Union Picnic Day

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

13.10 Recreation Leave Management

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

14. Allowances to Reimburse Expenses

14.1 Reimbursement of Meal Allowances - No Overnight Stay

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

under subclause 11.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

14.2 Reimbursement for Accommodation and Meals - Overnight Stay

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

14.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 10. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

14.4 Camping Expenses

- (i) The Department or the Office may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.
- (ii) Where the employee is required to camp and camping facilities are not provided by the Department or the Office in accordance with paragraph 14.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

15. Inclement Weather

Definition

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

15.1 Continuation of Work

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

16. First-Aid and Health and Safety Issues

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

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

17. Work Apparel

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

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

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

2 sweat shirts may be substituted for the woollen jumper.

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

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

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

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

18. Tools and Protective Clothing

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

19. Settlement of Disputes

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

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

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

20. Anti-Discrimination

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

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

21. Counselling and Discipline

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 81.

21.1 Early Intervention and Informal Counselling

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

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

Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

21.2 Formal Counselling and Development of a Performance Improvement Plan

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

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

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

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

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

21.3 Follow-up Review of the Performance Improvement Plan

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

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

21.4 Use of Sanctions

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

21.5 Misconduct Action

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

22. Contractors' Protocol

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

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

23. Agreed Procedures for Market Testing and Contracting Out

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

24. Ongoing Award Review

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Department or the Office and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Department or the Office or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.
- (v) An Award developed by the SBU under subclause 24(iv) will replace this Award on:
 - (a) the date of commencement of such Award; or
 - (b) another date,as agreed between the Department or the Office and Unions.

25. Deduction of Union Membership Fees

- (i) The Union shall provide the appropriate Secretary with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the appropriate Secretary of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department or the Office at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses 25(i) and 25(ii), the Department or the Office shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department or the Office to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the appropriate Secretary and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

PART B

MONETARY RATES

Schedule 1 - Wage Rates

	Effective from the first full pay period on or after 01 July 2018 (2.5%) \$ per week
Trainee	845.30
Grade I	881.10
Grade II	928.80
Grade III	987.30
Grade IV	1,005.50
Grade V	1,062.20
Grade VI	1,132.20
Grade VII	1,188.70

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

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

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

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

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

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

Rural Production, RTE03

Amenity Horticulture, RTF03

Conservation and Land Management, RTD02

Water Industry, NWP01

Asset Maintenance, PRM04

Asset Security, PRS03

Civil Construction, BCC03

General Construction, BCG03

Metal and Engineering Industry, MEM98

Public Safety, PUA00

Forest and Forest Products Industry, FPI99

Extractive Industry, MNQ03

Laboratory Operations, PML99

Automotive Industry Retail, Service and Repair

Business Services, BSB01

Transport and Distribution, TDT02

Sea Food Industry, SFI04

Electro technology, UTE99

Property Development and Management, PRD01

National Public Services, PSP99

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

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

COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS

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

Trainee:

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

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

Grade 1 Progression Criteria:

Achievement of a selected number of entry level competencies required.

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

This grade equates to about half of Grade 2 requirements.

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

Grade 2 Progression Criteria:

Achievement of additional competencies required.

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

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

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

Grade 3:

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

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

Reflects roles undertaken between Grade 2 and Grade 4.

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

Grade 4:

Achievement of additional competencies required.

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

Aligns to national certificate AQF Level 3.

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

Grade 5:

Achievement of additional competencies required.

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

Aligns to higher national certificate AQF Level 3.

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

Grade 6:

Achievement of additional competencies required.

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

Aligns to national certificate AQF Level 4.

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

Grade 7:

Achievement of additional competencies required.

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

Aligns to higher level national certificate AQF Level 4.

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

Schedule 3 - Allowances

Table A - Work Related Allowances

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

Clause No.	Description and Authority	Amount 1st pp After 1/7/18 \$
9.6	Supervision Allowance	47.20 Per week
16	First Aid Allowance	3.45 per day

Table B - Expenses Related Allowances

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

Clause No.	Description and Authority	Amount (1.7.2018) \$
11.7	Meal Allowance (Overtime)	
	Breakfast: where required to start work before 6.00 am	30.60
	Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays	30.60
	Dinner: when required to work after 6.00 pm	30.60

14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	27.55 31.00 52.80
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by Department or the Office.	19.70 per day
14.4 (i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	33.00 per night 43.60 per night 10.40 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	32.70 per night 5.50 per night

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW (DEPARTMENT OF COMMUNITIES AND JUSTICE (YOUTH JUSTICE) - 38 HOUR WEEK OPERATIONAL STAFF 2019) REVIEWED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 127460 of 2019)

Before Chief Commissioner Kite

22 July 2019

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title and Scope
3.	Definitions
4.	Rates of Pay and Allowances
5.	Hours
6.	Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics).
7.	All Incidents Allowance
8.	Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime
9.	Casual Employment
10.	Higher Duties
11.	Settlement of Disputes
12.	Dignity and Respect in the Workplace
13.	Uniforms and Protective Clothing
14.	Right of Entry to Association Officials
15.	Area, Incidence and Duration

PART B

MONETARY RATES

2. Title and Scope

- 2.1 This Award shall be known as the Crown Employees (NSW Department of Communities and Justice (Youth Justice) - 38 Hour Week Operational Staff 2019) Reviewed Award. This Award covers Operational Staff of the Department as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 2.2 All other relevant conditions of employment not specified in this Award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. and the Personnel Handbook where applicable.

3. Definitions

"Act" means the *Government Sector Employment Act 2013* as amended.

"Allocated Youth Officer Handcuff Allowance" means the allowance, as set out in Table 2(b) of Part B of this Award, as payment for carrying handcuffs and has approval for authorising the use of handcuffs in emergency situations only, as set out in the role description of Youth Officer.

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

"Casual Employee" means any employee engaged in terms of Section 43 of the Act.

"Centre" means a Detention Centre as defined by the *Children (Detention Centres) Act 1987*.

"Court Logistics" means the roles located in the Court Logistics, Classifications and Placements

"Day Worker" means an Operational Staff member, other than a Shift Worker, who works ordinary hours of thirty eight (38) hours per week Monday to Friday inclusive and who commences work on such days at or after 6 am and before 10 am otherwise than as part of a shift system with an allocated day off i.e. 19 days in each 4 week period.

"Department" means the New South Wales Department of Communities and Justice (Youth Justice).

"Detainee" means a person as defined by the *Children (Detention Centres) Act 1987*.

"Expense Related Payments" means payments in the nature of re-imburement for reasonable expenses incurred in the performance of official duties and subject to a formal case-by-case claims approval process.

"Non-Metropolitan Centre" means, for the purpose of clause 6.1 of this Award, the Acmena, Frank Baxter, Orana and Riverina Juvenile Justice centres.

"Operational Staff" means, for the purposes of this Award, the following roles:

- Centre Manager;
- Assistant Manager;
- Assistant Manager Client Services;
- Unit Manager;
- Shift Supervisor/Assistant Unit Manager;
- Youth Officer, Centre;
- Youth Officer, Non Court Based, Court Logistics;
- Youth Officer, Court Based, Court Logistics;
- Court Supervisor, Court Logistics;
- Logistics Officer, Court Logistics;
- Drug Detection Security and Intelligence Officer;
- Vocational Instructor;
- Vocational Instructor (Cook Supervisor)
- Kitchen Support Officer;

"Personnel Handbook" means the Personnel Handbook of the NSW Public Service or its replacement as published on the Public Service Commission website and updated from time to time.

"Shift Worker" means an Operational Staff member who works ordinary rostered hours up to 19 days in a 28 day period, as set out in Clause 5 of this Award.

4. Rates of Pay and Allowances

4.1 The minimum rates of pay and allowances to be paid to Operational Staff are set out in Tables 1 and 2 of Part B of this Award.

- 4.2 A chokage Allowance shall be paid at the rate as set out in item 1 of Table 2(a) of Part B to Vocational Instructors who are required to assist in clearing sewerage chokages and are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation.
- 4.3 A trade allowance shall be paid at the rate as set out in item 3 of Table 2(a) of Part B to Vocational Instructors who hold a trade qualification relevant to the Vocational Instructor's vocational employment classification, in addition to the rates prescribed.

5. Hours

5.1

(a) Ordinary Hours

- (i) The ordinary hours of work for Shift Workers shall not exceed 152 hours per twenty eight (28) calendar days or an average of 38 hours per week in each roster cycle. Each Shift Worker shall be free from duty for not less than eight (8) full days and an allocated rostered day off in each cycle.
- (ii) The hours of work prescribed in paragraph (a)(i) of this sub-clause shall be arranged to allow variable working hours in each roster cycle of twenty eight (28) days to ensure that each Shift Worker shall work his/her other ordinary hours of work on not more than nineteen (19) days in the cycle.

(b) Rostered Day Off Duty

- (i) Time for a rostered day off duty accrues at 0.4 of an hour for each eight hour day or shift.
- (ii) All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- (iii) An Operational Staff rostered day off duty prescribed in paragraph (a)(ii) of this sub-clause shall be determined by having regard to the operational needs of the Centre. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in paragraph (a)(i) of this sub-clause.
- (iv) Should the operational needs of the Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (v) Where an Operational Staff member has accumulated sufficient time to take his/her rostered day off duty prior to entering on annual leave, it shall be allowed to the Operational Staff on the first working day immediately following the period of leave.
- (vi) Where an Operational Staff member has not accumulated sufficient time for a rostered day off duty prior to entering on annual leave, time in credit shall count towards taking the next rostered day off duty falling in roster sequence after the Operational Staff member's return to duty.
- (vii) An Operational Staff member shall be entitled to the next rostered day off duty after returning from a period of worker's compensation leave or extended leave.
- (viii) A rostered day off duty is not re-credited if the Operational Staff member is ill or incapacitated on a rostered day off duty. However sick leave shall not be debited.
- (ix) Upon termination of employment, the Operational Staff member shall be paid for any untaken rostered time off.

- (x) Permanent part-time Operational Staff members, due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off duty.
- (xi) In the case of an Operational Staff member in receipt of an All Incidents Allowance prescribed in Clause 7 of this Award, should the operational needs of a Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable, rostered days off duty may be accrued to a maximum of five (5) days in any calendar year and be taken in a less active period.

5.2 Meal Breaks

- (a) Meal breaks must be given to and taken by Operational Staff members. No Operational Staff shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However where a Operational Staff member is called upon to work for any portion of a rostered unpaid meal break, such time shall be paid for at overtime rates.
- (b) The time taken for an Operational Staff member required by the Department to take a meal or meals with a detainee or detainees shall be considered as ordinary hours of work. All time in such circumstances shall be paid at the applicable rate of the shift and the Department shall provide a meal to the Operational Staff member free of charge, the meal to be of the same or no less than the quality of that provided to the detainee or detainees. In such circumstances the provision of paragraph (a) of this sub-clause shall not apply.
- (c) The provisions of paragraph (b) of this sub-clause shall only apply if an Operational Staff member or a group of Operational Staff take the meal or meals at the allocated meal time for the detainee or detainees and such Operational Staff or group of Operational Staff are physically located with the detainee or detainees and are engaged in the supervision of the detainee or detainees while taking their meal or meals.

6. Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics)

6.1 Operational Staff Member (Non-Metropolitan Centres, Detainee Movements and Transport)

Notwithstanding clause 5 (except clause 5.1(b)) and clause 8 (excluding 8.1-8.5) of this Award, if it is deemed necessary for operational reasons to undertake detainee movements or transport relating to a non-metropolitan centre, the following provisions will apply:

- (a) Ordinary Hours
 - (i) The ordinary hours of work for the relevant Operational Staff member shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 6:00 a.m. and 10:00 p.m. with an allocated day off i.e. nineteen (19) days in each four (4) week period.
- (b) Working Arrangements
 - (i) The ordinary daily working hours for each Operational Staff member shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (ii) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (iii) Operational staff members will be required to work variable start times depending upon operational requirements.

- (c) Annual Leave
 - (i) At the rate of twenty (20) working days per year.
- (d) Public Holidays
 - (i) All gazetted Public Holidays shall be taken as they fall.
- (e) Meal Breaks
 - (i) Meal breaks must be given to and taken by the relevant Operational Staff. No Operational Staff member shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where an Operational Staff member is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
 - (ii) In circumstances where the Department is unable to supply a meal, an Operational Staff member shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Operational Staff member.
 - (iii) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.

(f) Other duties

When there are no detainee movements or transport, the Operational Staff members, under the arrangements set out in this Clause, are to perform other mainstream Centre duties (such as working on the unit floor) as directed by the Department.

(g) Overtime

- (i) An Operational 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. An Operational 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:
 - (1) The Operational Staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (2) Any risk to the Operational Staff Member's health and safety;
 - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the Department and the effect on client services;
 - (4) The notice, if any, given regarding the working of the overtime, and the Operational Staff member's intention to refuse overtime; or
 - (5) Any other relevant matter.
- (ii) Payment for overtime shall be made only where the Operational Staff member works approved overtime.

- (iii) Overtime shall be paid at the following rates:
 - (1) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter for all directed overtime worked outside the Operational Staff member's ordinary hours of duty.
 - (2) Saturday - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter.
 - (3) Sundays - All overtime at the rate of double time.
 - (4) Public Holidays - All overtime at the rate of double time and one-half.
- (iv) An Operational Staff member who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (h) Rest periods
 - (i) An Operational Staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Operational Staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Operational Staff member shall be paid at the appropriate overtime rate until released from duty. The Operational Staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

6.2 Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Members (Court Logistics)

- (a) Logistics Officer, Court Logistics
 - (i) Ordinary hours
 - (1) The ordinary hours of work for each Logistics Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 9:00 p.m. with an allocated day off i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Logistics Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Logistics Officers will be required to work variable start times depending upon operational requirements.
 - (4) If a variable start time commences at or after 10:00 a.m. and before 1:00 p.m., or at or after 1:00 p.m. and before 4:00 p.m. a loading of 10% and 12.5% shall apply respectively.

- (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
- (iv) Public Holidays
 - (1) All gazetted Public Holidays shall be taken as they fall.
- (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Logistics Officer. No Logistics Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Logistics Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
 - (2) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.
- (vi) Overtime
 - (1) A Logistics Officer may be directed by the Department to work overtime, provided it is reasonable for the Logistics Officer to be required to do so. A Logistics Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Logistics Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - a. The Logistics Officer's prior commitments outside the workplace, particularly the Logistics Officer's family and carer responsibilities, community obligations or study arrangements;
 - b. Any risk to the Logistic Officer's health and safety;
 - c. A working arrangement may be altered at any time to enable service to be delivered where another Logistics Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - d. 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;
 - e. The notice, if any, given regarding the working of the overtime, and the Logistics Officer's intention to refuse overtime; and/or
 - f. Any other relevant matter.
 - (2) Payment for overtime shall be made only where the Logistics Officer works approved overtime.
 - (3) Overtime shall be paid at the following rates:
 - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all

directed overtime worked outside the Logistics Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.

- b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - c. Sundays - All overtime at the rate of double time.
 - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Logistics Officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
- (1) A Logistics Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Logistics Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Logistics Officer shall be paid at the appropriate overtime rate until released from duty. The Logistics Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (b) Court Supervisor, Court Logistics
- (i) Ordinary hours
 - (1) The ordinary hours of work for each Court Supervisor shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Court Supervisor shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Court Supervisors will be required to work variable start times depending upon operational requirements.
 - (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
 - (iv) Public Holidays
 - (1) All gazetted Public Holidays shall be taken as they fall.

(v) Meal Breaks

- (1) Meal breaks must be given to and taken by the relevant Court Supervisor. No Court Supervisor shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Court Supervisor is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
- (2) In circumstances where the Department is unable to supply a meal, a Court Supervisor shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Court Supervisor.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.

(vi) Overtime

- (1) A Court Supervisor may be directed by the Department to work overtime, provided it is reasonable for the Court Supervisor to be required to do so. A Court Supervisor may refuse to work overtime in circumstances where the working of such overtime would result in the Court Supervisor working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - a. The Court Supervisor's prior commitments outside the workplace, particularly the Court Supervisor's family and carer responsibilities, community obligations or study arrangements;
 - b. Any risk to the Court Supervisor's health and safety;
 - c. A working arrangement may be altered at any time to enable service to be delivered where another Court Supervisor is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - d. 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;
 - e. The notice, if any, given regarding the working of the overtime, and the Court Supervisor's intention to refuse overtime; and/or
 - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Court Supervisor works approved overtime.
- (3) Overtime shall be paid at the following rates:
 - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Court Supervisor's ordinary hours of duty, if working standard hours, or outside the bandwidth.

- b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - c. Sundays - All overtime at the rate of double time.
 - d. Public Holidays - All overtime at the rate of double time and one-half.
 - (4) A Court Supervisor who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
 - (1) A Court Supervisor who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Court Supervisor, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Court Supervisor shall be paid at the appropriate overtime rate until released from duty. The Court Supervisor shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (e) Youth Officers (Court Based), Court Logistics
 - (i) Ordinary hours
 - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
 - (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
 - (iv) Public Holidays
 - (1) All gazetted Public Holidays shall be taken as they fall.
 - (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer

is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.

- (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
 - b. Any risk to the Youth Officer's health and safety;
 - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - d. 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;
 - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
 - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
 - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
 - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - c. Sundays - All overtime at the rate of double time.
 - d. Public Holidays - All overtime at the rate of double time and one-half.

- (4) A Youth Officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vii) Rest periods
 - (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (d) Youth Officers (Non-Court Based), Court Logistics
 - (i) Ordinary hours
 - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive with variable start times, with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
 - (ii) Working arrangements
 - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
 - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
 - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
 - (iii) Annual leave
 - (1) At the rate of twenty (20) working days per year.
 - (iv) Public Holidays
 - (1) All gazetted Public Holidays shall be taken as they fall.
 - (v) Meal Breaks
 - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
 - (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.

- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Work Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
 - b. Any risk to the Youth Officer's health and safety;
 - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
 - d. 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;
 - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
 - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
 - a. Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
 - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - c. Sundays - All overtime at the rate of double time.
 - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Youth Officer who works overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.

(vii) Rest periods

- (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

(viii) Loadings

- (1) A Youth Officer shall be paid for work performed during the ordinary hours plus the following loadings depending on the commencing times for each day's ordinary hours.

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (2) The loadings above shall only apply to ordinary time worked from Monday to Friday.

7. All Incidents Allowance

- 7.1 An All Incidents Allowance of 22% of base salary shall be payable to Operational Staff classified at Items (iv) - (vi) in Part B of this Award in addition to the salary prescribed in such Table as compensation for all time worked in excess of ordinary hours and other work related allowances including payments in lieu of overtime, on call, shift penalties, travel time and annual leave loading but does not include compensation for expense related payments. However the Department has the discretion to approve that work outside normal rostered hours attract the provisions of Clause 8.13 - Overtime.
- 7.2 The allowance shall be regarded as salary for all leave and superannuation purposes.

8. Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime

8.1 Monday to Friday - Shift Loadings

- (a) A Shift Worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following shift loadings depending on the commencing times of such shifts:

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4 pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (b) The loadings specified in this sub-clause shall only apply to shifts worked from Monday to Friday.

8.2 Weekends and Public Holidays - Penalties

- (a) For the purpose of this sub-clause any shift, of which 50% or more is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

8.3 Saturday Shifts - Penalties

- (a) Shift Workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a Public Holiday, shall be paid for such shifts at ordinary time and one half.

8.4 Sunday Shifts - Penalties

- (a) Shift Workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a Public Holiday, shall be paid for such shifts at ordinary time and three quarters.

8.5 Public Holidays - Penalties

- (a) When rostered on a Public Holiday and work is performed, additional payment will be made at the rate of half time.
- (b) When rostered off on a Public Holiday, no additional compensation or payment will be made.
- (c) Where a gazetted Public Holiday falls on a Sunday, Shift Workers rostered to work on that day shall be paid ordinary time and an additional payment at the rate of three quarter time.
- (d) A Shift Worker is entitled to receive compensation for regularly working Sundays and Public Holidays as specified in clause 8.6 of this Award.

8.6 Additional Payments

- (a) Additional payments will be made on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of twelve months from 1 December one year to 30 November the next year.	Additional Payment
4 - 10	1/5th of one week's ordinary salary
11 - 17	2/5ths of one week's ordinary salary
18 - 24	3/5ths of one week's ordinary salary
25 - 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

- (a) The additional payment shall be made after 1 December in each year for the preceding twelve (12) months.
- (b) Where the Shift Worker retires or the employment of a Shift Worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last date of service shall be paid to the Shift Worker.
- (c) Payment shall be made at the rate applicable as at 1 December each year, or at the salary rate applicable at the date of retirement or termination.
- (d) All Incidents Allowance as detailed in clause 7.1 of this Award applies to this payment,

8.7 Recreation Leave

- (a) Shift Workers shall be entitled to recreation leave at the rate of six (6) weeks per year (thirty (30) working days) inclusive of payment for any Public Holiday/s falling within the leave period.
- (b) Additional recreation leave at the rate of five (5) days per year, will accrue to a Shift Worker, employed under this Award and the Act, who is stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidated Act (NSW) 1913 before its repeal.
- (c) Shift Workers entitled to additional recreation leave under this Clause can elect, at any time, to cash out that additional recreation leave.
- (d) Shift Workers on recreation leave are eligible to receive the more favourable of:
 - (i) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (ii) 17½% annual leave loading.

8.8 Annual Leave Loading

- (a) With the exception of those Shift Workers in receipt of the All Incidents Allowance prescribed in Clause 7 of this Award, Shift Workers are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks recreation leave accrued in a leave year.
- (b) For the purposes of the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (c) If located in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, under Clause 8.7(b) of this Award, the annual leave loading shall be paid on a maximum of four weeks leave.
- (d) The annual leave loading payable shall not exceed the amount which would have been payable to a Shift Worker in receipt of salary equivalent to the maximum salary for Grade 12 Clerk.

8.9 Rosters

- (a) The ordinary hours of work for each Shift Worker shall be displayed on a roster in a place conveniently accessible to Shift Workers. The roster will cover a minimum period of twenty eight (28) days, where practical, and shall be displayed at least fourteen (14) days prior to the commencing date of the first working period in any roster.
- (b) A roster may be altered at any time to enable the service of a Centre to be delivered where another officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances. Where any such alteration involves a Shift Worker working on a day that would have been his or her day off such time worked shall be paid for at overtime rates as specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (c) Each roster shall indicate the starting and finishing time of each shift and include rostered days off. Where current or proposed shift arrangements are incompatible with the Shift Worker's family, religious or community responsibilities, every effort to negotiate alternative arrangements with the Shift Worker shall be made by the Department Head or delegate.

8.10 Notice of Change of Shift

- (a) A Shift Worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.

8.11 Breaks between Shifts

- (a) There shall be a minimum break of eight (8) consecutive hours between ordinary rostered shifts.
- (b) If a Shift Worker resumes or continues to work without having had eight (8) consecutive hours off duty, the Shift Worker shall be paid overtime in accordance with clause 89, Overtime Worked by Shift Workers of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 until released from duty for eight (8) consecutive hours. The Shift Worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (c) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (i) The completion of an ordinary rostered shift; or
 - (ii) The completion of authorised overtime; or
 - (iii) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

8.12 Daylight Saving

- (a) In all cases where a Shift Worker works during the period of changeover to and from daylight saving time, the Shift Worker shall be paid the normal rate of pay for the shift.

8.13 Overtime

- (a) A Shift Worker may be directed by the Department Head to work overtime, provided it is reasonable for the Shift Worker to be required to do so. A Shift Worker may refuse to work overtime in circumstances where the working of such overtime would result in the Shift Worker working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) The Shift Worker's prior commitments outside the workplace, particular the Shift Worker's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Shift Worker's 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 regarding the working of the overtime, and the Shift Worker's intention to refuse overtime; or
 - (v) Any other relevant matter.
- (b) Overtime shall be paid to Shift Workers under the following conditions:
 - (i) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or Public Holidays.
 - (ii) For the purposes of assessing overtime, each day shall stand alone. Where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if it had occurred within the one (1) day.
 - (iii) Overtime shall be paid for hours worked in excess of the ordinary hours of work, as defined in clause 5 of this Award. Entitlements under this clause are restricted by the provisions of clause 7 of this Award.

- (c) Overtime shall be paid to Shift Workers at the following rates:
 - (i) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Shift Worker's ordinary hours of duty.
 - (ii) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime at the rate of double time.
 - (iv) Public Holidays - All overtime at the rate of double time and one half.

9. Casual Employment

- 9.1 A casual employee is one engaged on an hourly basis.
- 9.2 A casual employee may only be engaged for short-term periods where there is the need to supplement the workforce arising from fluctuations in the needs of the Centre.
- 9.3 A casual employee shall be paid on an hourly basis based on the appropriate rate, prescribed in Table 1 of Part B of this Award, plus 15% thereof with a minimum payment of four (4) hours for each engagement. This loaded rate of pay is in lieu of all leave entitlements, other than recreation and extended leave.
- 9.4 A casual employee shall be entitled to the shift loadings, prescribed in clause 8.1 of this Award, where a shift commences prior to 6 am or finishes subsequent to 6 pm.
- 9.5 For weekend and Public Holiday work, casual employee shall, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
 - (a) Time and one half for work between midnight Friday and midnight Saturday;
 - (b) Time and three quarters for work between midnight Saturday and midnight Sunday; and
 - (c) Double time and one half for work on a Public Holiday.

For the purpose of this clause, any shift of which 50% or more is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked wholly on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 9.6 On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
- 9.7 A casual employee's employment may be terminated for any reason by the giving of one (1) hour's notice by either party.
- 9.8 Casuals shall also receive the following leave entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009:
 - (a) Unpaid parental leave in accordance with clause 12.5.4;
 - (b) Personal Carer's entitlement in accordance with clause 12.6; and
 - (c) Bereavement entitlement in accordance with clause 12.7.

10. Higher Duties

- 10.1 Operational Staff called upon by the Department to perform work of a classification or position paid at a higher rate, shall be paid that higher rate on the completion of a minimum of one eight (8) hour shift, or equivalent working day.
- 10.2 Relieving for part of a shift in a higher position shall not attract monetary payment but shall be compensated through the acquisition of skills and experience gained by this opportunity.
- 10.3 The provisions of this clause apply only where an employee relieves in another position covered by this Award.

11. Settlement of Disputes

11.1 Procedures relating to individual employees

- (a) Individual employees may raise matters pertaining to this Award and other conditions of employment matters with the Centre Manager, Manager, Supervisor or other authorised departmental representative as the case may be, providing that the following conditions are observed:
 - (i) The employee shall notify the Centre Manager, Manager, Supervisor or other authorised departmental representative in writing, as to the substance of any matter and request a meeting with the Centre Manager, Manager, Supervisor or other authorised departmental representative for discussions in order to settle the matter. The employee may have another employee or an Association delegate present during these discussions.
 - (ii) If no remedy to the employee's matter is found, then the employee shall seek further discussions and attempt to resolve the matter at a higher level of authority, where appropriate.
 - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
 - (iv) At the conclusion of the discussions, the departmental representative must provide a response to the employee if the matter has not been resolved and include reasons for not implementing any proposed remedy. At this stage if the employee's concerns still exist, the provisions of clause 11.3(e) of this Award shall be invoked.

11.2 Settlement of Disputes

- (a) All questions, disputes or difficulties relating to the provisions of this award or any other condition of employment shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- (b) The staff member is required to notify in writing their immediate supervisor or manager, as to the substance of the question, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the question, dispute or difficulty involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate supervisor or manager the notification may occur to the next appropriate level of management including where required, to the Department Head or delegate.
- (d) The immediate supervisor or manager, or other appropriate officer, shall convene a meeting in order to resolve the question, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (e) If the question, dispute or difficulty remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department may refer the matter to the Industrial Relations Secretary (IRS) for consideration.
- (g) If the matter remains unresolved, the Department shall provide a written response to the employee and any other party involved in the question, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf or the Department may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and IRS shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the question, dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

12. Dignity and Respect in the Workplace

- 12.1 The Dignity and Respect Policy, Guidelines and Grievance Procedure of the Department shall apply to all staff covered by this Award.
- 12.2 The Dignity and Respect Grievance Procedure must be used when there is a work related grievance as defined in the Dignity and Respect Policy, Guidelines and Grievance Procedure, so that the grievance can be resolved as quickly and as close to the source of the problem as possible.
- 12.3 To put it beyond doubt, if there is a question, dispute or difficulty in relation to the interpretation, application or operation of this or any other applicable award or condition of employment, the dispute resolution procedure contained in Clause 11 of this Award must be followed.

13. Uniforms and Protective Clothing

- 13.1 Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each Operational Staff Member required to wear them, provided that any shift employee to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 13.2 An employee, on leaving the service of the Department, shall return any uniform or part thereof supplied by the Department which is still in use by that employee immediately or prior to leaving.
- 13.3 If the uniform of an employee is not laundered at the expense of the Department an allowance, as set out in Item 2 of Table 2(a), of Part B of this Award, shall be paid to such employee.
- 13.4 Each employee whose duties require them to work in the rain shall be supplied with suitable protective clothing upon request.

- 13.5 Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

14. Right of Entry to Association Officials

- 14.1 Entry of Association Officials onto Departmental premises shall be in accordance with the *Industrial Relations Act* (NSW) 1996.

15. Area, Incidence and Duration

- 15.1 The Award shall apply to Operational Staff in the Agency as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 15.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Department of Justice (Juvenile Justice)-38 Hour Week Operational Staff 2015) Reviewed Award published 21 October 2016 (380 I.G. 956), to take effect from 22 July 2019.

PART B

MONETARY RATES

Table 1 - Rates of Pay and Qualifications for roles covered by this Award

- (i) Unqualified Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 1/07/2019 \$	Minimum Qualifications for assignment under the Act
1	-	GS Year 10	613.99	

- (ii) Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	64,779	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *plus relevant experience
	2	Max 1	66,682	
	3	Min 2	68,543	
3	1	Max 2	70,425	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *plus relevant experience

Youth Officers who, as a consequence of the making of this award, and who have only completed Certificate III in Juvenile Justice shall be allowed to progress to Level 2 year 3 by meeting the requirements of incremental progression without first obtaining 6 units of Certificate IV in Youth Work or Youth Justice.

Annual increments shall occur on the anniversary of the completion of Certificate III or 6 units of competence in Certificate IV in Youth Work or Youth Justice subject to satisfactory performance.

(iii) Shift Supervisor/Assistant Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
4	1	Min 4	76,931	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline*
	2	Max 4	79,297	
	3	Min 5	85,488	
	4	Max 5	88,184	

(iv) Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
5	1	Min 6	91,641	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline* and Certificate IV in Frontline Management and/or equivalent related discipline*
	2	Max 6	94,327	
	3	Min 7	97,152	
	4	Max 7	100,056	

(v) Assistant Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
6	1	Min 8	104,226	Completion of Diploma and/or Degree in a relevant discipline as set out in relevant Assistant Manager Position Description
	2	Max 8	107,541	
	3	Min 9	110,745	
	4	Max 9	113,859	

(vi) Centre Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
8	1	Min 11	128,089	Diploma and/or Degree in a relevant discipline*
	2	Max 11	133,519	
9	1	Min	141,882	
	2	Max 12	148,134	

A Centre Manager shall not have their level reduced by the making of this award.

(vii) Kitchen Support Officer

Level	Year	Salary FPP 01/07/2019 \$	Qualification and Experience
1	1	50,667	Relevant experience
	2	52,810	

(viii) Vocational Instructor (Trade, Maintenance, Grounds)

Level	Year	Salary FPP 01/07/2019 \$	Qualification and Experience
1	1	61,399	Relevant experience
2	1	64,779	Relevant Trade Certificate and Train Small Groups qualification or equivalent plus relevant experience.
2	2	66,682	
2	3	68,543	
2	4	70,425	

(ix) Vocational Instructor (Cook)

Level	Year	Salary FPP 01/07/2019 \$	Qualification and Experience
1	1	61,399	Relevant experience
	2	64,779	
			Relevant TAFE Certificate or TAFE Certificate in Hospitality (Commercial Cookery or Catering Operations) or equivalent and Train Small Groups qualification or equivalent plus relevant experience
2	1	64,779	
2	2	66,682	
2	3	68,543	
2	4	70,425	

(x) Vocational Instructor (Cook Supervisor)

Salary FPP 01/07/2019 \$	Qualification and Experience
73,222	TAFE Certificate II in Hospitality (Kitchen Operations) or equivalent, formerly called Certificate II in Commercial Cookery, and Train Small Groups or equivalent.

(xi) Logistics Officer

Level	Year	Salary FPP 01/07/2019 \$	Qualification and Experience
4	1	85,488	Certificate IV in Youth or Youth Justice and/or equivalent related discipline *
4	2	88,184	
5	3	91,641	
5	4	94,327	

xii) Court Supervisor

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
4	1	Min 4	76,931	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	79,297	
	3	Min 5	85,488	
	4	Max 5	88,184	

(xiii) Drug Detection Security and Intelligence Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2019 \$	Minimum Qualifications for assignment under the Act
2	1	Min 1	64,779	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 1	66,682	
	3	Min 2	68,543	
3	1	Max 2	70,425	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *

* Related and relevant disciplines are to be determined by the Department

PART B

MONETARY RATES

Table 2 - Allowances and Additional Responsibilities Allowance

(a) Allowances

Item	Allowance	Salary FPP 01/07/2019 \$
1	Chokage Allowance	5.20 per day
2	Uniform Allowance	5.40 per week
3	Trade Allowance	1,966 per annum

(b) "Allocated Youth Officer Handcuff Allowance"

Allowance	Salary FPP 01/07/2019 \$
Allocated Youth Officer Handcuff Allowance	1.39 per hour

P. M. KITE, *Chief Commissioner*

HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 289441 of 2018)

Before Chief Commissioner Kite

25 July 2019

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Rates of Pay
3.	Classifications
4.	Terms of Engagement
5.	Casual Employment
5A.	Secure Employment
6.	Part-time Employment
7.	Hours of Work
8.	Overtime
9.	Saturday and Sunday Work
10.	Public Holidays
11.	Payment of Wages
12.	Higher Duties
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15A.	Parental Leave
16.	Unpaid Leave for Family Purpose
17.	Annual Leave
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23.	Allowances
24.	Travelling Time
25.	Miscellaneous Statutory Provisions
26.	Grievance and Dispute Settlement Procedure
27.	Training
28.	Traineeships
29.	Superannuation
30.	Annualised Salaries
31.	State Wage Case Adjustment
32.	Anti-Discrimination
33.	Redundancy

- 34. Area, Incidence and Duration
- 35. Leave Reserved

PART B

MONETARY RATES

- Table 1 - Rates of Pay
- Table 2 - Other Rates and Allowances
- Table 3 - Base Rate
- Table 4 - Supplementary Payments

PART C

TRAINEE MONETARY RATES

- Table 1 - Industry/Skill Level A
- Table 2 - Industry/Skill Level B
- Table 3 - Industry/Skill Level C
- Table 4 - School Based Traineeships

APPENDIX A - Skills Levels for Qualifications

2. Rates of Pay

- (a) Weekly Rates - The rates paid to an employee in the classification set out in clause 3, Classifications shall be as set out in (i) of Table 1 - Rates of Pay, of Part B, Monetary.

NOTE: These rates are fixed in relation to the tradesperson (C10) classification in the Federal Metal Industry Award. The relativities fixed in relation to that classification are:

- (i) Level 1 78%
- (ii) Level 2 82%
- (iii) Level 3A 87.4%
- (iv) Level 3B 91.5%
- (v) Level 4 92%
- (vi) Level 5 100%
- (vii) Level 6 115%

The wages payable to employees under this award are inclusive of any payment by way of commissions or other similar payments to the extent that commissions or other similar payments match the total Supplementary Payments in Table 4 - Supplementary Payments, of Part B.

- (b) Junior Rates - A junior employee engaged at level 1, 2 or 3 shall be paid the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55%
At seventeen years	65%
At eighteen years	75%
At nineteen years	85%
At twenty years	100%

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience shall be paid the full adult rate of pay.

- (c) Supervisory Loadings - an employee appointed by an employer to supervise other employees shall be paid, in addition to the rates of pay prescribed in subclause (a) of this clause, the following amount per week specified in Table 2 - Other Rates and Allowances, of Part B as follows:

In charge of up to 5 employees - Item 1;

In charge of 6 and up to 10 employees - Item 2;

In charge of 11 or more employees - Item 3;

or pro rata amount per engagement for part-time and casual employees.

(d) For the calculation of the casual hourly rate refer to clause 5, Casual Employment.

3. Classifications

Level 1 - A level 1 employee is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, workplace health and safety, equal employment opportunities and quality assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

is undertaking structured training/learning in the following areas:

- clerical assistant duties including switchboard operation, reception, information services, taking bookings;
- providing general assistance to employees of a higher grade, not including cooking or direct service to customers;
- cleaning, tidying and setting up of kitchen, food preparation and customer service areas, including cleaning of equipment, crockery and general utensils;
- assembly and preparation of ingredients for cooking;
- handling pantry items and linen;
- setting and/or wiping down tables, removing food plates, emptying ashtrays and picking up glasses;
- general cleaning, gardening and labouring tasks
- door duties, attending a cloakroom or car park not involving the handling of cash

Level 2 - A Level 2 employee is an employee who has completed at least 3 months or in the case of a casual or part time employee, 456 hours training at Level 1 so as to enable him/her to perform work within the scope of this level. An employee at this level:

performs work above and beyond the skills of an employee at Level 1 and to the level of is/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

is primarily engaged in one or more of the following duties:

- overseeing pool activities;
- assisting with classes and directing leisure activities in a recreational complex;

- attending to equipment and displays, eg pool attendant;
- providing customer advice, sales and services;
- operating switchboard and/or telephone paging system;
- clerical duties, involving intermediate keyboard skills with instructions;
- programme/ticket selling and general sales involving receipt of monies and giving change, including operation of cash registers, use of electronic swipe input devices - laundry and/or cleaning duties involving the use of cleaning equipment and/or chemicals;
- maintaining general presentation of grounds;
- door duties, attending a cloak room or car park;
- serving from a snack bar, buffet or meal counter;
- supplying, dispensing or mixing of liquor, including cleaning of bar area and equipment, preparing the bar for service, taking orders and serving drinks;
- non-cook duties in a kitchen.

Level 3A - A Level 3A employee has completed structured training (which may include formal Life Saving, Rescue and Resuscitation Training) recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

Indicative of some of the duties which an employee at this level may perform include:

- pool attendant (Lifeguard) involved in overseeing pool activities under supervision by a more qualified employee;
- Instructor who works directly with more qualified staff to provide supervision of a group or individual fitness activity or program, only after commencing a recognised course or undertaking accredited training;
- Aerobics instructor undertaking accredited training with less than 12 months experience in the industry;
- recreational/leisure activities, involving the planning, and/or co-ordinating and/or conduct of individual leisure, games, promotional and/or entertainment activities;
- masseur with less than 12 months experience in the industry;
- supervision of front desk, including customer liaison and rostering of front office staff;
- building service employee who undertakes maintenance and/or restoration of hard floor surfaces, including buffing and sealing and/or operating ride on powered sweeping machines;
- gardener / grounds maintenance employee not possessing trade qualifications (and not employed as green keeper);

- maintenance of machinery, plant and technical equipment (non trade qualifications), including a trade assistant undertaking formal training who takes direction from a more qualified employee;
- preparing and cooking a limited range of basic food items such as breakfasts, grills and snacks;
- security work requiring the holding of an appropriate license
- reconciling cash transactions;
- ordering stock;
- undertakes routine chemical testing under technical supervision

Level 3B - Weight loss counsellor who develops nutritional plans and weight loss programs and who weighs and measures and records clients progress.

Level 4 - An employee at this level shall be capable of performing the indicative skills of a Level 3A employee and shall also be able to work from complex instructions in the following areas:

Aerobics instructor who has undertaken accredited training plus who has a minimum of 12 months of regular employment in the industry;

Masseur with more than 12 months experience in the industry;

Caretaker who is responsible for maintaining general site appearance, and supervising or co-ordinating the work of building services / grounds employees at lower levels.

Progression to Level 5 will be dependent upon successful application and availability of position

Level 5 - An employee who is qualified in a trade recognised by the industry as relevant and appropriate to the work performed, and who is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination (including rostering) of employees within their respective work area to ensure delivery of service. An employee at this level is one who performs the following range of tasks or duties:

- Instructor (including Aerobics instructor) who conducts more than one level or type of class or activity and who may assist in the design and delivery of programs and is capable of assessing participants;
- Lifeguard holding relevant industry qualifications at trade or equivalent level;
- Weight loss counsellor responsible for co-ordinating or supervising the work of employees at lower levels;
- Trade qualified in a single trade stream and who is responsible for giving trade directions for Levels 1 to 4;
- Employee performing horticultural duties at a Certificate or equivalent level.
- Building Maintenance supervisor involved in supervising the general maintenance of buildings and work of employees at Levels 1 to 4;

Level 6 - An employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards, and who exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employers business.

An employee at this level would have:

worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience; or

hold formal trade or technical qualifications relevant to the employer in more than one trade or technical field; which are required by the employer to perform the job; or

hold specialist post trade qualifications which are required by the employer to perform the job, and will have achieved a level or organisation or industry specific knowledge sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

Indicative of duties at this level are:

- General supervision of catering or retail functions;
- Centre administration involving supervision of staff and systems and co-ordinating events;
- development of in-house training programs for instructors and co-ordinators

NOTE: Where supervision is a feature or responsibility of the Level, the supervisory loading referred to in subclause (c), of Clause 2, Rates of Pay, shall not be payable.

FURTHER NOTE: The definitions contained in the classification structure above shall have no application to a person employed in a managerial capacity (including a manager employed in a Weight Loss Centre) that is a person who is employed primarily to control the conduct of the employer's business either in whole or in part and who in the performance of his/her duties regularly makes decisions and accepts responsibility on matters relating to the administration and conduct of business.

4. Terms of Engagement

- (a) An employee shall be employed as one of the following:
 - (i) a full-time employee;
 - (ii) a part-time employee;
 - (iii) a casual employee
- (b) The employment of employees (excluding casual employees) may be terminated by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of malingering, inefficiency, neglect of duty or misconduct.
- (c) Trial Period - Notwithstanding anything elsewhere contained in this clause, the first three months of employment will be on a trial basis and may be terminated by two days' notice by either side, or by the payment in lieu by the employer or forfeiture by the employee, of two days' wages.
- (d) Notwithstanding anything contained in this award, an employer may deduct payment of wages for any day, or part thereof, on which an employee cannot be usefully employed because of:
 - (i) any strike;
 - (ii) any breakdown of machinery; or
 - (iii) any stoppage of work unavoidable by the employer.

5. Casual Employment

- (a) Casual employees are persons engaged and paid as such.
- (b) A casual employee shall be engaged either on an ordinary or "all-up" basis as detailed below:
 - (i) Ordinary Casual - An ordinary casual shall be paid 1/38 of the appropriate weekly rate plus:
 - (1) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
 - (2) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

The payments specified in this subclause include statutory obligations under the *Annual Holidays Act 1944*.

An ordinary casual employee shall be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual shall be paid 1/38 of the appropriate weekly rate plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes statutory obligations under the *Annual Holidays Act 1944*, and the loadings applicable under this award for work on Saturdays, Sundays, public holidays and at night.

An all-up casual employee shall be paid for a minimum engagement of three hours. Provided that where an employer has been engaging casual(s) for periods of less than 3 hours prior to the commencement of this award, they may continue to do so, subject to a minimum engagement of one hour and a half. Also provided that an all-up casual employee involved in the presentation or conducting of sports games/training (e.g. instructors) shall be paid for a minimum engagement of one hour.

5A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving

such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of *the Industrial Relations Act 1996 (NSW)*;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Workplace 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 workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace 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 *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) 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.

- (e) 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.

6. Part-time Employment

- (a) A part-time employee is a permanent employee engaged to work less than an average of thirty-eight hours per week over any 28 day period, but not less than 15 hours per fortnight and who is not engaged and paid as a casual.
- (b) A part-time employee shall be engaged in writing, detailing their minimum weekly hours and method of engagement.
- (c) A part-time employee shall be paid an hourly rate equivalent to the appropriate weekly rate divided by thirty-eight with a minimum shift of three consecutive hours.
- (d) Part-time employees shall receive the same benefits as apply to full-time employees under this award but on a pro rata basis.
- (e) A part-time employee can be required to work more than one shift on any day. Provided that the total shifts on any day shall not be less than three hours in duration and there shall be not more than two such shifts per day within a span of 12 hours from the start of the first such shift to the end of the second such shift, exclusive of any breaks.

7. Hours of Work

- (a) Subject to subclause (g) of this clause, the ordinary hours of work shall be not more than an average of thirty eight per week to be worked on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days;

- (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (iii) 152 hours within a work cycle not exceeding twenty-eight consecutive days.

The hours of work are to be worked each day in either one or two shifts totalling not more than:

- (i) Ten hours for full-time employees.
- (ii) ten hours for part-time employees, subject to subclause (e) of clause 6, Part-time Employment.
- (iii) Eight hours for casual employees.

exclusive of any breaks.

- (b) All employees shall be notified by the employer of their working shifts by means of a roster placed in the staff room for each employee's perusal. At least seven days notice shall be given to the employee should any alteration of the working hours be intended, except in the case of emergency or where the employee(s) agrees to the alteration.
- (c) Each employee shall have an average of two days off in each week of employment in a 28 day period. Such two days shall be consecutive if it is reasonably possible to arrange rosters accordingly.
- (d) An employee shall be paid a loading of 30 per cent for ordinary hours worked between midnight and 6.00 a.m. on all occasions.
- (e) An employee who is principally engaged as a cleaner shall be paid a loading of 15 per cent for ordinary hours worked between 6.00pm and midnight. This loading is not payable on weekends or public holidays.
- (f) Full-time and part-time employees will be given 10 clear hours off between finishing work on one ordinary shift and starting work on the next ordinary shift on consecutive days or be paid overtime for all time worked until the employee has had ten clear hours off.
- (g) Employees in Weight Loss Centres - the ordinary hours of work for employees in weight loss centres covered by this award shall be 38 per week between the hours of 6.00 am to 8.00 pm, Monday to Friday, and 8.00 am to 6.00 pm on a Saturday.
- (h) Make-up Time -
 - (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

8. Overtime

- (a) All work performed in excess of the hours prescribed in subclause (a) of clause 7, Hours of Work, shall be overtime.
- (b) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter on a daily basis, calculated on:
 - (i) The ordinary rate of pay for weekly employees;
 - (ii) The loaded casual rate (i.e. 15 per cent or 30 per cent loading) for casual employees

(c) Reasonable Overtime

- (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
- (iii) For the purposes of paragraph (ii) what is unreasonable or otherwise will be determined having regard to:
 - (1) any risk to employee health and safety;
 - (2) the employee's personal circumstances including any family and carer responsibilities;
 - (3) the needs of the workplace or enterprise;
 - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (5) any other relevant matter.

- (d) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, and that employee has not had at least ten consecutive hours off duty between those times, shall be released after completion of such overtime until ten consecutive hours off duty has been allowed without loss of pay for ordinary working time occurring during such absence.

When such a break is not granted by the employer, the employee shall be paid double time for all time worked until the appropriate break is granted.

(e) Time Off in Lieu of Payment for Overtime

- (i) Prior to working overtime, an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph (i) 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.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

9. Saturday and Sunday Work

- (a) All ordinary work on a Saturday shall be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 25 per cent of the employee's ordinary-time classification rate of pay.
- (b) All ordinary work on a Sunday shall be paid at the employee's ordinary-time classification rate of pay plus a penalty equal to 50 per cent of the employee's ordinary-time classification rate of pay.

10. Public Holidays

- (a) Employees, other than casual employees, shall be entitled to the following public holidays without deduction of pay: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Birthday of the Sovereign, Christmas Day, Boxing Day, and any other day or days gazetted as public holidays shall be public holidays for the purposes of this clause.

Provided that the abovementioned holidays may be substituted for another day off, by agreement between the employer and the employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (b) In addition to the holidays specified in subclause (a) of this clause, an employee shall be entitled to one additional day as a public holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observed a day as an additional holiday or on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each calendar year.
- (c) Where an employee is absent from employment on the working day (or part thereof) before, or the working day (or part thereof) after a public holiday (or group of public holidays) without reasonable cause, onus of proof of which will lie with the employee, the employee shall not be entitled to payment for the holiday(s) succeeding or preceding the absence.
- (d) For all work performed on a public holiday an employee shall be paid at double time and a half.

11. Payment of Wages

- (a) All employees are to be paid either weekly, fortnightly or monthly, provided that if demanded by the employee, he/she shall be paid at least once each fortnight.
- (b) Wages shall be paid at the election of the employer by:
- (i) cash; or
 - (ii) cheque; or
 - (iii) electronic funds transfer (EFT).

An employer shall be required to give reasonable notice to employee's of any decision to change the method of payments of wages.

- (c) Written details of all payments and deductions from wages shall be supplied to employees.

12. Higher Duties

An employee transferred to work in a classification that provides for a rate of pay higher than the employee's own ordinary rate shall be paid at such higher rate during the period of transfer, such payment to continue for a minimum period of one hour.

13. Meal Breaks

- (a) Meal breaks shall be not less than thirty minutes and not more than one hour.
- (b) Such meal breaks are to be commenced not more than five hours after commencing work.
- (c) If the employees are required to work during the time when a meal break should be allowed pursuant to this clause they shall be paid for such time at the appropriate overtime rate and the meal break shall be postponed to another mutually convenient time.
- (d) No part of the time taken as a meal interval shall be counted as part of the ordinary hours of work.

- (e) Where practicable a paid tea break may be allowed each day for full-time employees. Provided that the taking of such break(s) shall be subject to the workload of the business.
- (f) Subject to (c), no employee shall be required to work more than 5 consecutive hours without a break.

14. Sick Leave

An employee, other than a casual employee with not less than three months' continuous service with the employer who, by reason of personal ill-health, is unable to attend for duty shall be entitled to ordinary rates of pay for the actual time of such non-attendance, subject to the following conditions and limitations.

- (a) The employees shall not be entitled to paid leave of absence for a period in respect of which the employee is entitled to compensation under the *Workplace Injury Management and Workers' Compensation Act 1998*.
- (b) The employee wherever possible shall, prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of absence.
- (c) The employee shall provide, to the satisfaction of the employer, by the production of a medical certificate or such other evidence as may be acceptable to the employer, that he/she was unable, on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (d) An employee shall be entitled to be paid sick leave according to the following scale:
 - (i) During the first year of service - 38 hours.
 - (ii) During the second year of service - 60.8 hours.
 - (iii) During the third and subsequent years of service - 76 hours.

Provided that the sick leave entitlement under this clause may be accumulated, subject to continuous employment, for a maximum of 228 hours in addition to the current year's entitlement.

- (e) For absences adjacent to public holidays, refer to subclause (c) of clause 10, Public Holidays.

15. Personal/Carer's Leave

- (a) Use of Sick Leave -
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 15(iii)(2) 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 at clause 14, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer 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 had taken leave to care for the same person.

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a defacto spouse, who, in relation to a person, is a 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), 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 a family group living in the same domestic dwelling.

- (iv) An 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 is 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.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 26, Grievance and Dispute Settlement Procedure, should be followed.

(b) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 15(a)(ii) and 15(a)(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 15(iii)(2) 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.
- (2) 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.
- (3) 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.

15A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) 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.

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

to assist the employee in reconciling work and parental responsibilities.

- (b) 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) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under 3(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.

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

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

16. Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 15(iii)(2) above who is ill or who requires care due to an unexpected emergency.

17. Annual Leave

- (a) See *Annual Holidays Act 1944*. Reference should also be made to subclause (b) of clause 5, Casual Employment.
- (b) 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) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (iii) An employee and employer 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.
- (c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

18. Annual Leave Loading

- (a) Each employee, other than a casual employee, before going on any period of annual leave shall for each week of such leave be paid an annual leave loading at the rate of 17½ per cent of the ordinary weekly rate of pay prescribed herein for such employee.
- (b) No loading is payable to an employee who takes leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when they would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of wages applicable on that day.
- (c) No loading is payable on the termination of an employee's employment.

19. Compassionate Leave

- (i) An employee, other than a casual employee, shall be entitled to up to two days compassionate leave, without deduction of pay, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia, the employee shall be entitled to three days compassionate leave where the person travels overseas to attend the funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide to the satisfaction of the employer proof of death.

- (iii) Compassionate 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 subparagraph (2) of paragraph (iii) of subclause (a) of Clause 15, Personal/Carer's Leave, provided that for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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.
- (v) Compassionate leave may be taken in conjunction with other leave available under paragraph (iv) subclause (a) of the said clause 15, and clause 16, Unpaid Leave for Family Purpose. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 19(ii) 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 15(iii)(2) of clause 15, Personal/Carer's Leave.
 - (b) 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.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

20. Jury Service

- (a) An employee, other than a casual employee, required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Also, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

21. First-aid

- (a) An employee appointed by the employer to perform first-aid duties and who holds a first-aid certificate shall be paid an additional amount per week as set out in Item 4 of Table 2 of Part B or per shift as set out in Item 4 of Table 2 of Part B.

This allowance shall not be regarded for calculating other payments arising from this award.

- (b) First-aid Kits - See *Work Health and Safety Act 2011* (First-aid Regulation).

22. General Conditions

- (a) A sufficient supply of boiling or purified water shall be provided at meal hours for all employees.
- (b) A lunch room, which may be an area separated by a partition (mobile or otherwise) from the public and is separated from any dressing room, shall be provided by the employer.
- (c) A lockable cabinet, cupboard, drawer or locker where employee's valuable may be stored shall be provided by the employer.

- (d) Access to suitable lavatory facilities, in close proximity to the work station, shall be provided by the employer.
- (e) Where required, an employee working outdoors shall be supplied with wet weather gear, footwear and adequate reflective clothing.

23. Allowances

- (a) Stocking Allowance - Employees shall be paid a stocking allowance as set out in Item 5 of Table 2 of Part B, if they are required by the employer to wear stockings in the course of their employment. This allowance shall only apply to employees employed in Weight Loss Centres.
- (b) Toilet Cleaning Allowance - A cleaner required to clean lavatories shall be paid an allowance as set out in Item 5 of Table 2 of Part B. Lavatories of both sexes can be cleaned by either male or female cleaners as long as appropriate steps are taken to ensure that the lavatories are not in use at the time of cleaning. This allowance shall not be payable to employees required to clean toilets as an ancillary function to their normal duties.
- (c) Laundry Allowance - Where a Weight Loss Centre requires an employee to wear a uniform or clothing, the Weight Loss Centre shall supply and maintain such uniforms, free of charge to the employee by the Weight Loss Centre laundering or dry cleaning such uniform or clothing. Provided that a laundry allowance as set out in Item 5 of Table 2 may be paid in lieu.
- (d) Broken Shift Allowance - part-time or full-time employees working broken shifts as provided for in subclause (e) of Clause 6, Part-time Employment and clause 7, Hours of Work, shall be paid the additional allowances as set out in Item 5 of Table 2.

24. Travelling Time

If an employee is temporarily transferred from the usual place of employment, the employee shall be reimbursed any extra cost of travelling and shall be paid for any excess time occupied in travelling.

25. Miscellaneous Statutory Provisions

- (a) Long Service Leave - *Long Service Leave Act 1955*.
- (b) Parental Leave - See *Industrial Relations Act 1996* (Chapter 2, Part 4, Division 1).
- (c) Particulars of wages to be supplied to employees - See *Industrial Relations Act 1996* (Section 123).
- (d) Time and pay sheets to be kept - See *Industrial Relations Act 1996* (Section 129).

26. Grievance and Dispute Settlement Procedure

Subject to the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner:

- (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within two working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists) not later than three working days after (a) above (weekends and holidays excepted). At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons (in writing or otherwise) for not implementing any proposed remedy.
- (c) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.

- (d) While a procedure is being followed, normal work must continue.
- (e) The employer may be represented by an industrial organisation of employers and the employees(s) may be represented by the Union for the purposes of each step of the procedure.
- (f) The foregoing disputes settlement procedure is not mandatory for an employee of a small business employer. For the purposes of this subclause a small business employer is defined as:
 - (i) an employer of fewer than 20 employees; or
 - (ii) an employer with a management structure under which all persons employed by the employer are subject to the direct supervision and control of the employer or the chief executive of the employer.

27. Training

The parties acknowledge that varying degrees of training are provided to employees, both via internal, on the job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both employers and employee to avail themselves of the benefits to both from such training.

28. Traineeships

- (i) Application -
 - (a) Subject to paragraph (c) of this subclause, and clause 34, Area, Incidence and Duration this clause shall apply to persons who are undertaking a traineeship (as defined) and is to be read in conjunction with this award.
 - (b) Notwithstanding (a), this clause shall apply provisionally for an interim period:
 - (i) Starting upon the commencement date as recorded on a valid "Application to Establish a Traineeship" signed by both the employer and the Trainee, which has been lodged with the Commissioner for Vocational Training; and
 - (ii) Ending at the time the employer is notified that the establishment of the traineeship has been approved, or at the end of the probationary period, whichever is the later.
 - (c) This award or any former industrial agreement of the Industrial Relations Commission of New South Wales shall apply, except where inconsistent with this clause.
 - (d) Notwithstanding the foregoing, this clause shall not apply to employees who were employed by an employer under this award referred to in paragraph (a) of this subclause prior to the date of approval of a traineeship relevant to the employer, except where agreed upon between the employer and the relevant union(s).
 - (e) This clause does not apply to the apprenticeship system or any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 27 April 1998, or in an award that binds the employer. This clause only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Appendix A to this award. Further, this award also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification which is excluded from this clause due to the operation of this subclause.

NOTATION: - The abbreviation 'AQF' means Australian Qualification Framework.

- (f) At the conclusion of the traineeship, this clause shall cease to apply to the employment of the trainee and the rest of this award shall apply to the former trainee.
- (ii) Objective - The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this clause shall be taken to replace the prescription of training requirements in the award.

(iii) Definitions

Structured Training means that training which is specified in the Training Plan which is part of the Training contract registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (iv) of this clause.

Relevant Union means a union party to the making of this award and which is entitled to enrol the Trainee as a member.

Trainee is an individual who is a signatory to a Training contract registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.

Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships including school-based traineeships.

Training contract means an instrument which establishes a Traineeship under the *Apprenticeship and Traineeship Act 2001*(NSW).

Training Plan means a programme of training which forms part of a Training contract registered with the Relevant NSW Training Authority.

School-Based Trainee is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their HSC curriculum, and is endorsed by the relevant NSW Training Authority and the NSW Board of Studies as such.

Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.

Year 10 - For the purposes of this clause, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(iv) Training Conditions

- (a) The Trainee shall attend an approved training course or training program prescribed in the Traineeship contract or as notified to the trainee by the relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship shall not commence until the relevant Training contract, has been signed by the employer and the trainee and lodged for registration with the relevant NSW Training Authority.

- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Traineeship contract and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training contract during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(v) Employment Conditions

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty-six months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training contract, earlier than the time specified in the Training contract then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprenticeship and Traineeship Act 2001* (NSW), or by mutual agreement.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the relevant NSW Training Authority of their decision.

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training contract.

(f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any award or any other legislative entitlements.

(g)

(i) The Training contract may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.

(ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this award.

(iii) No Trainee shall work shiftwork unless the relevant parties to this award agree that such shiftwork makes satisfactory provision for Structured Training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this award.

(h) All other terms and conditions of this award shall apply.

(i) A Trainee who fails to either complete the Traineeship or who cannot for any reason, be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

The following employment conditions apply specifically to part-time and school-based trainees

(j) A part-time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.

(k) A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.

(l) The minimum daily engagement periods applying to part-time employees specified in this award shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

(i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or

(ii) the place of work is within a distance of 5km from the employee's place of residence.

(m) School-based trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the individual's last HSC examination paper.

(n) For the purposes of this clause, a school-based trainee shall become an ordinary trainee as at January 1 of the year following the year in which they ceased to be a school student.

(vi) Wages -

Wages - Full-Trainees -

- (a) The weekly wages payable to full time trainees shall be as prescribed in Part C of the award, as follows:

Industry/Skill Level A	Table 1A
Industry/Skill Level B	Table 1B
Industry Skill Level C	Table 1C
School-Based Trainees	Table 1D

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this clause.
- (c) The wage rates prescribed in this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2015.

These adjustments may be offset against:

- (i) any equivalent over-award payments; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment
- (e) Appendix A sets out the rate of pay or skill level of a Traineeship. Where the actual traineeship is listed in Appendix A, the rate of pay or skill level in respect of the traineeship is determinative of the actual rate of pay or skill levels (i.e. skill levels A, B or C) that are contained in the Traineeship. Where the traineeship is not listed in Appendix A, the skill levels in Appendix A are illustrative of the appropriate levels, but are not determinative of the actual skill levels. The determination of the appropriate rate of pay or skill level for the purpose of determining the appropriate wage rate shall be based on the following criteria:
- (i) Any agreement of the parties, or submission by the parties;
- (ii) The nature of the industry;
- (iii) The total training plan;
- (iv) Recognition that training can be undertaken in stages;
- (v) The exit skill level in the Parent Award contemplated by the traineeship.

In the event that the parties disagree with such determination it shall be open to any party to the award to seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.

- (f) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date being January 1 in each year.

(g)

(i) Definition of Adult Trainee

An adult trainee for the purpose of this subclause is a trainee who would qualify for the highest wage rate in Industry/Skill Level A, B, or C if covered by that Industry/Skill Level.

(ii) Wage Rates for Certificate IV Traineeships

(a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.

(b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship SWC 2013 (2.27%) \$	Second Year of Traineeship SWC 2013 (2.27%) \$	First Year of Traineeship SWC 2014 (2.38%) \$	Second Year of Traineeship SWC 2014 (2.38%) \$	First Year of Traineeship SWC 2015 (2.5%) \$	Second Year of Traineeship SWC 2015 (2.5%) \$
Industry/Skill Level A	602.00	626.00	616.30	640.90	631.70	656.90
Industry/Skill Level B	581.00	602.00	594.80	616.30	609.70	631.70
Industry/Skill Level C	526.00	545.00	538.50	558.00	552.00	571.95

Wages for Part-time and School-Based Trainees -

(a) This clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.

(b) Table 1 - Hourly Rates for Trainees Who Have Left School and Table 4 - Hourly Rates for School-based Traineeships of Part C, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.

(c) The hours for which payment shall be made are determined as follows:

(i) Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time trainee on-the-job.

(ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (i.e., the same as for the equivalent full-time traineeship):

(1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

(2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full time traineeships.

- (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.
- (d) For traineeships not covered by clause 8(b) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \frac{\text{Full-time wage rate}}{30.4^*} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* NOTE: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (i.e., 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 1 - Industry/Skill Level A, Table 2 - Industry/Skill Level B, Table 3 - Industry/Skill Level C and Table 4 - School-based Traineeships of Part C, Monetary Rates.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\frac{\text{Average Weekly Training Time}}{\text{length of the traineeship in months}} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

NOTE: 1:7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

NOTE 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the calculation for the wage rate for a part time traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement specifies two years (24 months) as the length of the traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on-the-job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\$181 \times \frac{15 - 3.8}{30.4} = \$66.68 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if "trainee hours" changes.

(vii) Grievance Procedures for Trainees -

(a) Procedures relating to grievances of individual trainees -

- (i) A trainee shall notify the employer as to the substance of any grievance and request a meeting with the employer for bilateral discussions in order to settle the grievance.
- (ii) If no remedy to the trainee's grievance is found, then the trainee shall seek further discussions and attempt to resolve the grievance at a higher level of authority, where appropriate.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of the discussions, the employer must provide a response to the trainee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. At this stage an employer or a trainee may involve an industrial organisation of employers or employees of which he/she is a member.
- (v) If no resolution of the trainee's grievance can be found, then the matter may be referred to the Industrial Relations Commission of New South Wales by either the trainee or the employer or the industrial organisation representing either party.
- (vi) While this grievance procedure is being followed, normal work shall continue.

(b) Procedures relating to disputes, etc., between employers and their trainees:

- (i) A question, dispute or difficulty must initially be dealt with at the workplace level where the problem has arisen. If the problem cannot be resolved at this level, the matter shall be referred to a higher level of authority.
- (ii) If no resolution can be found to the question, dispute or difficulty the matter may be referred to the Industrial Relations Commission of New South Wales by any party to the dispute or the industrial organisation representing any of the parties to the dispute.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) While a procedure is being followed, normal work must continue.

- (v) The employer may be represented by an industrial organisation of employers and the trainees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Superannuation

Superannuation Legislation -

- (a) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act, 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (b) Subject to the requirements of this legislation, superannuation contributions may be made to:
 - (i) Nationwide Superannuation Fund (NSF); or
 - (ii) ASSET (Australian Superannuation Savings Employment Trust); or
 - (iii) Any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management such as ARF (Australian Retirement Fund), LIST (Law Industry Superannuation Trust), MTAAISF (Motor Traders' Association of Australia Industry Superannuation Fund), PISF (Printing Industry Superannuation Fund), REST (Retail Employees Superannuation Trust), STA (Superannuation Trust of Australia) and TISS (Timber Industry Superannuation Scheme); or
 - (iv) Any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 18 July 1989, and where employees covered by this award are a minority of award covered employees. Where freedom of choice is provided for in such arrangement the principle of that provision shall apply; or
 - (v) Any superannuation fund which improves or provides superannuation to employees covered by this clause provided that the employer commenced contributions to such fund prior to 14 February, 1992.
 - (vi) Such other funds that comply with the requirements of this legislation.
 - (vii) Any other approved occupational superannuation fund to which an employer or employee who is a member of the religious fellowship known as The Brethren elects to contribute.

30. Annualised Salaries

Except as to the provisions of subclause (a), of clause 10, Public Holidays, clause 14, Sick Leave, clause 15, Personal/Carer's Leave, clause 16, Unpaid Leave For Family Purpose, clause 17, Annual Leave, clause 19, Compassionate Leave, clause 20, Jury Service, clause 25, Miscellaneous Statutory Provisions and clause 28, Superannuation, this award shall not apply to full-time and part-time employees who are in receipt of a weekly wage in excess of 15 per cent above the rate for a Level 6 employee.

This provision shall not be taken to effect any right to make other salary arrangements.

31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2015. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

32. Anti-Discrimination

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

NOTES:

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

"Nothing in 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."

33. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees.
 - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
 - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers 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.

(d) Notwithstanding anything contained elsewhere in this clause, this clause 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.

(ii) Introduction of Change -

(a) Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer 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 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 award 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

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and 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 employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer 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 any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer 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 employer 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 terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

- (3) For the purposes of the discussion the employer 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 any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer 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.

- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer 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 employer 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.

(c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer, 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 employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

- (d) 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 employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
 - (e) Statement of employment - The employer 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.
 - (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof 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.
 - (g) Centrelink Separation Certificate - The employer 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.
 - (h) Transfer to lower paid duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) 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 had been terminated, and the employer may at the employer'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.
- (v) Severance Pay -
- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
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	45 Years of Age and over entitlement
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 of pay 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 provided for in the relevant award.
- (b) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.
- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.
- (vi) Savings Clause - 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 union and any employer bound by this award.

34. Area, Incidence and Duration

- (a)
 - (i) This award shall apply to all employees engaged in the classifications detailed in clause 2, Rates of Pay and clause 3, Classifications by any organisation, whether run for profit or not, whose operation is substantially one or more of the following:

Weight Loss Centres;
Gymnasiums;
Squash Courts;
Indoor Cricket and/or Sports Centres;
Ten Pin Bowling Allies;
Aquatic Centres;
Golf Driving Ranges;
Dance Schools Including Jazzercise;
Martial Arts School;
Tennis Centres; and/or
other like Health and Fitness Centres; or
 - (ii) Or individuals who predominantly carry out one or more of the following activities:

Aerobics Instructor, Gym Instructor, Dance Instructor, Health Counsellor, Pool Attendant, Sports Instructor and/or any other like Health Attendant work; where such work is performed in an organisation where no other award or registered enterprise agreement covers such persons; and
 - (iii) shall be binding upon the Australian Workers' Union, New South Wales, its officers and members, the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch, its officers and members and employees, whether they are members of the union or not.
- (b) This award shall not apply to employees of:
 - (i) contract companies who may provide cleaning, security, catering and child care to any organisation that this award would normally apply.
 - (ii) Registered Clubs, Hotels, Motels, Resorts, which are already covered by awards.
 - (iii) Outdoor sports stadiums (other than those persons in clause 33 (a) (ii) above,)

- (iv) Entertainment Venues.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Health, Fitness and Indoor Sports Centres (State) Award published 27 November 2015 (378 I.G. 37), as varied.
- (d) This award shall take effect on and from 25 July 2019 and shall remain in force for a period of 12 months.
- (e) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 25 July 2019.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

35. Leave Reserved

Leave is reserved to the parties to amend this award to provide for the following:

- (a) a specific exclusion for Child Care, pending the decision of the Chief Industrial Magistrate in Court file no. CIM 550 of 1997 and CIM 551 of 1997.
- (b) provision of a laundry allowance and uniforms.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Full Time SWC 2016 (2.5%) \$	Hourly Rate SWC 2016 (2.5%) \$	Full Time SWC 2017 (2.5%) \$	Hourly Rate SWC 2017 (2.5%) \$	Full Time SWC 2018 (2.5%) \$	Hourly Rate SWC 2018 (2.5%) \$
Level 1	675.50	17.80	692.40	18.20	709.70	18.70
Level 2	697.00	18.30	714.40	18.80	732.30	19.30
Level 3A	726.00	19.20	744.20	19.70	762.80	20.10
Level 3B	747.10	19.60	765.80	20.10	784.90	20.70
Level 4	750.80	19.80	769.60	20.30	788.80	20.80
Level 5	796.20	21.00	816.10	21.50	836.50	22.00
Level 6	877.70	23.20	899.60	23.80	922.10	24.30

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week SWC 2016 (2.5%) \$	Amount Per Week SWC 2017 (2.38%) \$	Amount Per Week SWC 2018 (2.5%) \$
1	2(c)	Supervisory loadings - Up to 5 employees	28.30 per week	29.00 per week	29.70 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	38.50 per week	39.50 per week	40.50 per week
3	2(c)	Supervisory loadings - 11 or more employees	51.80 per week	53.10 per week	54.40 per week
4	21(a)	First-aid allowance	13.30 per week 2.55 per shift	13.60 per week 2.65 per shift	13.90 per week 2.70 per shift
5	23(a)	Stocking allowance	3.70 per week 0.80 per day	3.80 per week 0.85 per day	3.90 per week 0.90 per shift
	23(b)	Toilet cleaning allowance	10.90	11.20	11.50
	23(c)	Laundry Allowance	9.30 per week 1.90 per day	9.50 per week 1.95 per day	9.70 per week 2.00 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked	14.10 per day	14.50 per day	14.90 per day
		Excess fares allowance	9.50 per week 1.90 per day	9.70 per week 1.95 per day	9.90 per week 2.00 per day

Table 3 - Base Rate

	Relativity %	Amount Per Week (includes 2.5% for 2018) \$
Level 1	78	345.80
Level 2	82	363.60
Level 3A	87.4	387.70
Level 3B	91.5	405.80
Level 4	92	408.00
Level 5	100	443.40
Level 6	115	509.90

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 2.5% for 2018) \$
Level 1	78	107.50
Level 2	82	110.10
Level 3A	87.4	113.40
Level 3B	91.5	115.20
Level 4	92	116.20
Level 5	100	121.60
Level 6	115	134.00

PART C

TRAINEE MONETARY RATES

Table 1 - Weekly Rates - Industry/Skill Level A

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$
School Leaver	305.20	336.00	403.60	312.80	344.40	413.70	320.60	353.00	424.00
Plus 1 year out of school	336.00	403.60	470.40	344.40	413.70	482.20	353.00	424.00	494.30
Plus 2 years	403.20	470.40	545.60	413.30	482.20	559.20	423.60	494.30	573.20
Plus 3 years	470.40	545.60	624.10	482.20	559.20	639.70	494.30	573.20	655.70
Plus 4 years	545.60	624.10	624.10	559.20	639.70	639.70	573.20	655.70	655.70
Plus 5 years or more	624.10	624.10	624.10	639.70	639.70	639.70	655.70	655.70	655.70

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$
School Leaver	305.20	336.30	390.70	312.80	344.70	400.50	320.60	353.30	410.50
Plus 1 year out of school	336.30	390.70	449.60	344.70	400.50	460.80	353.30	410.50	472.30
Plus 2 years	390.70	449.60	528.20	400.50	460.80	541.40	410.50	472.30	554.90
Plus 3 years	449.80	528.20	602.00	461.00	541.40	617.10	472.50	554.90	632.50
Plus 4 years	528.20	602.00	602.00	541.40	617.10	617.10	554.90	632.50	632.50
Plus 5 years or more	602.00	602.00	602.00	617.10	617.10	617.10	632.50	632.50	632.50

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2016 2.5% \$	Year 11 SWC 2016 2.5% \$	Year 12 SWC 2016 2.5% \$	Year 10 SWC 2017 2.5% \$	Year 11 SWC 2017 2.5% \$	Year 12 SWC 2017 2.5% \$	Year 10 SWC 2018 2.5% \$	Year 11 SWC 2018 2.5% \$	Year 12 SWC 2018 2.5% \$
School Leaver	306.30	336.30	387.20	314.00	344.70	396.90	321.90	353.30	406.80
Plus 1 year out of school	336.30	387.20	435.60	344.70	396.90	446.50	353.30	406.80	457.70
Plus 2 years	387.20	435.60	485.40	396.90	446.50	497.50	406.80	457.70	509.90
Plus 3 years	435.60	485.40	543.00	446.50	497.50	556.60	457.70	509.90	570.50
Plus 4 years	486.30	543.00	543.00	498.50	556.60	556.60	511.00	570.50	570.50
Plus 5 years or more	543.00	543.00	543.00	556.60	556.60	556.60	570.50	570.50	570.50

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2016 (2.5%) \$	Year 12 SWC 2016 (2.5%) \$	Year 11 SWC 2017 (2.5%) \$	Year 12 SWC 2017 (2.5%) \$	Year 11 SWC 2018 (2.5%) \$	Year 12 SWC 2018 (2.5%) \$
School based Traineeships Skill Levels A, B and C	306.30	336.30	314.00	344.70	321.90	353.30

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

APPENDIX A

Industry/Skill Levels

Industry/Skill Level A

Industry/Skill Level B

Sport & Recreation (Sport & Recreation - Certificate) II

Sport & Recreation (Sport & Recreation - Certificate) III

Sport & Recreation (Career Oriented Participation) Certificate II

Sport & Recreation (Career Oriented Participation) Certificate III

Sport & Recreation (Coaching) Certificate III

Sport & Recreation (Officiating) Certificate II

Sport & Recreation (Officiating) Certificate III

Sport & Recreation Sport (Trainer) Certificate III

Sport & Recreation Community Recreation (Instruct) Certificate II

Sport & Recreation Community Recreation Certificate II

Sport & Recreation Community Recreation Certificate III

Sport & Recreation Fitness Certificate III

Sport & Recreation Sport (Massage Therapy) Certificate III

Industry/Skill Level C

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2019) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 326447 of 2019)

Before Commissioner Murphy

24 October 2019

VARIATION

1. Delete in Schedule A, List of Awards, Agreements and Determinations, of the award published 21 February 2020 (386 I.G. 436), the following award title:

Crown Employees (School Administrative and Support Staff) Award

2. Delete Schedules 1 and 2 of Part B, Monetary Rates and insert in lieu thereof the following:

SCHEDULE 1 - SCHOOL ADMINISTRATIVE AND SUPPORT STAFF (OTHER THAN ABORIGINAL EDUCATION OFFICERS) RATES OF PAY

- 1.1 Permanent School Administrative and Support Staff
- 1.2 Long-term Temporary School Administrative and Support Staff
- 1.3 Short-term Temporary School Administrative and Support Staff

SCHEDULE 2 - ABORIGINAL EDUCATION OFFICERS - RATES OF PAY

- 2.1 Permanent Aboriginal Education Officer
- 2.2 Long-term Temporary Aboriginal Education Officer
- 2.3 Short-term Temporary Aboriginal Education Officer

3. This variation shall take effect on and from 24 October 2019.

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 270442 of 2019)

Before Chief Commissioner Kite
Commissioner Constant
Commissioner Sloan

2 September 2019

VARIATION

1. Delete Part B, Monetary Rates, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

PART B

MONETARY RATES

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2019.

Note: The rates of pay and allowances in this award include the adjustments payable under the State Wage Case 2019. These adjustments may offset against:

- i. Any equivalent over-award payments, and/or
- ii. award wage increases other than State Wage Case adjustments.

Table 1 - Wage Rates - Clause 5

	Rate of Pay Per Week \$
Technical/Trades Band Level 1	937.00
Technical/Trades Band Level 2	1030.60
Technical/Trades Band Level 3	1179.00
Professional Band Level 1	1030.60
Professional Band Level 2	1179.00
Professional Band Level 3	1321.80
Professional Band Level 4	1544.70
Apprentice 1st Year	518.60
Apprentice 2nd Year	612.40
Apprentice 3rd Year	703.70
Apprentice 4th Year	792.40

Table 2 - Other Rates and Allowances

Clause 7 - Special Allowances	
(i) Wages	
(a) Dirty work, etc.	39 cents per hour
(b) Wet places	44 cents per hour
(c) Confined spaces	44 cents per hour
(d) Working underground	39 cents per hour
(e) Working with raw sewerage	\$8.74 per day

Clause 8 - Tool Allowances	
	Per Week \$
(i) Electrical Tradesperson	36.10
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	91.70

Clause 14 - On Call	
	\$
(iii) On call allowance	119.30

Clause 15 - Meal Breaks and Allowances for Overtime Work	
	\$
(i) Meal allowance	15.90
(ii)(a) Meal allowance	15.90
(ii)(b) Meal allowance working 4 hours overtime	12.20

Clause 24 - Travelling Allowance	
Where the employee works at a distance from the depot greater than:	
(ii) 3-10 km	\$5.60 per day
10-20 km	\$10.10 per day
20-30 km	\$14.40 per day
30-40 km	\$18.60 per day
40-50 km	\$23.10 per day
For each additional kilometre	\$0.43
Clause 27 - Driving of Motor Vehicles	
(ii)	
(a) Use of private vehicle (cents) per kilometre	
Under 2.5 litres	\$0.68
2.5 litres and over	\$0.78
(b) Minimum yearly allowance	\$7556.60
Clause 28 - Industry Allowance	
Industry Allowance	\$59.60 per week
Clause 31 - Miscellaneous	
(ii)	
(a) West of the line allowance	1.03 per day
(iii) First-aid allowance	3.465 per day

2. This variation shall take effect from the first full pay period commencing on and from 28 September 2019.

P. M. KITE, *Chief Commissioner*
N. CONSTANT, *Commissioner*
D. SLOAN, *Commissioner*