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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 107788 of 2020)

Before Commissioner Murphy

14 April 2020

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
	Part 1 - Application and Operation
1.	Title
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PART 1

APPLICATION AND OPERATION

1. Title

- 1.1 This Award shall be known as the Local Government (COVID-19) Splinter (Interim) Award 2020 ("Award").

2. Commencement and Duration

- 2.1 This Award commences operation on and from 8 April 2020 and shall remain in force until 7 April 2021 (12 months).
- 2.2 This Award ceases to operate on 8 April 2021.

3. Coverage

- 3.1 This Award shall apply to all employers named in Schedule A and to all their employees, except for employees whose positions are identified as senior staff positions pursuant to sections 332 and 334 of the *Local Government Act 1993* (NSW).

4. Industrial Parties

- 4.1 The industrial parties to this Award are:
- (a) Local Government NSW;
 - (b) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union;
 - (c) Local Government Engineers' Association of New South Wales;
 - (d) Development and Environmental Professionals' Association; and
 - (e) Nurses' and Midwives Association of New South Wales.

5. Definitions and Interpretation

- 5.1 In this Award, unless the context requires otherwise:

Award means the Local Government (COVID-19) Splinter (Interim) Award 2020.

COVID-19 means the coronavirus named "COVID-19" by the World Health Organisation (previously known as "2019 novel coronavirus") and the disease it causes.

Job Retention Allowance means the Job Retention Allowance referred to in clause 13 of this Award and which is based on the Band 1/Level 2 rate of pay under the LG (State) Award. The allowance may be a weekly amount or an hourly amount depending on the context. The hourly amount is either 1/35th or 1/38th of the weekly amount depending on the ordinary hours of work for the relevant work function at clause 18A of the LG (State) Award for the employee's substantive position.

LG (State) Award means:

- (i) the Local Government (State) Award 2017, as varied from time to time, and any award that succeeds the Local Government (State) Award 2017;
- (ii) the Broken Hill City Council Consent Award 2015 as varied from time to time, and any award that succeeds the Broken Hill City Council Consent Award 2015;

- (iii) the Goldenfields Water County Council Enterprise Award 2017 as varied from time to time, and any award that succeeds the Goldenfields Water County Council Enterprise Award 2017;
- (iv) the Riverina Water Council Enterprise Award 2019 as varied from time to time, and any award that succeeds the Riverina Water Council Enterprise Award 2019;
- (v) the South Sydney City Council Salaried Officers Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Salaries Officers Award 2017;
- (vi) the South Sydney City Council Wages Staff Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Wages Staff Award 2017;
- (vii) the City of Sydney Wages/Salary Award 2017 as varied from time to time, and any award that succeeds The City of Sydney Wages/Salary Award 2017;
- (viii) any enterprise agreement or council agreement made in relation to the abovementioned awards; and/or
- (ix) the Wollongong City Council Enterprise Agreement 2018 - 2021.

Ordinary pay has the same meaning as under the LG (State) Award.

Salary system rate of pay means the rate of pay an employee is entitled to receive under their employer's salary system in recognition of the skills the employee is required to apply on the job.

Senior staff has the same meaning as under the Local Government Act 1993 (NSW) and includes the general manager of the Council and the holder of all other positions identified in the employer's organisation structure as senior staff positions.

Suitable alternative duties include:

duties that are within the limits of an employee's skill, competence and training; and/or

duties, whether the same or different, that have a different span of ordinary hours, different spread of ordinary hours, or different commencement and/or finishing times that are reasonable and which take into consideration carers or family responsibilities, provided that employees make genuine efforts to make themselves available; and/or

duties that involve working a different number of hours per day or week; and/or

training, including training in areas unrelated to an employee's substantive role.

Union means any one or more of the following organisations:

New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");

Local Government Engineers' Association of New South Wales ("LGEA");

Development and Environmental Professionals' Association ("DEPA"); and

Nurses' and Midwives Association of New South Wales.

6. Relationship with the LG (State) Award

6.1 This Award is to be read and interpreted in conjunction with the LG (State) Award.

6.2 Where there is any inconsistency between this Award and the LG (State) Award, this Award shall prevail to the extent of the inconsistency.

6.3 Where this Award is silent, the LG (State) Award shall apply (where applicable).

PART 2

STATEMENT OF INTENT

7. Intention

- 7.1 This Award puts in place special interim arrangements in response to the COVID-19 pandemic.
- 7.2 Where this Award provides an employer with additional rights which, if exercised by the employer, would result in employees being worse off under this Award than they would be under the LG (State) Award or another applicable industrial instrument(s), those rights may only be exercised as a result of an Order from the State or Commonwealth Government related to COVID-19 responses and for no other reason.
- 7.3 Nothing in this Award prevents changes to working arrangements provided elsewhere under the LG (State) Award (in accordance with the relevant award provisions), including but not limited to the following clauses which are currently identified in the Local Government (State) Award 2017 as subclause 15(x) [Travelling Allowance]; clause 18D [Facilitative Provisions]; clause 22 [Flexibility for Work and Family Responsibilities]; clause 23 [Phased Retirement]; and clause 27 [Job Share Employment].
- 7.4 This Award shall not set any precedent in relation to award entitlements after its expiry.

PART 3

DISPUTE RESOLUTION PROCEEDURE

8. Grievance and Dispute Procedure

- 8.1 Clause 35 [Grievance and Dispute Procedures] of the LG (State) Award shall apply.

PART 4

ANTI-DISCRIMINATION

9. Anti-Discrimination

- 9.1 Clause 3 (Anti-Discrimination)of the LG (State) Award shall apply.

PART 5

CONDITIONS OF EMPLOYMENT (GENERAL)

10. Operational Flexibility

- 10.1 The employer may, due to COVID-19, direct an employee to carry out suitable alternative duties, provided that such a direction shall not be unreasonable having regard to the employee's personal circumstances including any family and carer responsibilities.
- 10.2 Where, due to COVID-19, an employee is directed to perform suitable alternative duties, the employee, when performing the suitable alternative duties:
- (a) shall be paid the salary system rate of pay that recognises the skills the employee is required to apply to those duties, provided that the employee shall not suffer a reduction in the salary system rate of pay for their substantive position;

- (b) shall be entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are applicable to the suitable alternative duties; and
 - (c) is not entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are not applicable to the suitable alternative duties.
- 10.3 An employer and an employee may agree to the employee taking their accrued annual leave at half pay through a combination of paid annual leave and leave without pay. Agreement to a combination of paid annual leave and leave without pay shall not be unreasonably refused.
- 10.4 An employee (other than a casual) with less than five (5) years' service may, with the consent of the employer, take long service leave in advance.

11. Employees Working from Home

Spread of Ordinary Hours

- 11.1 Where working from home under this Award, an employee shall not be entitled to shift or weekend penalties, unless directed to work outside their ordinary spread or span of hours.
- 11.2 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

Home Internet and Home Computer Related Expenses

- 11.3 Employees working from home (due to COVID-19) shall not be entitled to a reimbursement of home internet and/or home computer related expenses, provided that an employer shall not unreasonably refuse to reimburse an employee for such expenses where exceptional circumstances exist and the employee obtains the employer's prior approval before incurring the expense.
- 11.4 Claims for other out-of-pocket expenses (e.g. stationery) shall be processed in accordance with subclause 15(viii) [Expenses] of the LG (State) Award and applicable policies of the employer.
- 11.5 The employer may require proof to justify payments under this clause.

PART 6

CLOSE DOWN

12. Duty to Explore Suitable Alternative Duties

- 12.1 Where, due to COVID-19, employees are unable to perform their normal duties at their normal place of work, the employer shall:
- (a) explore opportunities for the affected employees to work from home or from another location; and/or
 - (b) provide the employees with suitable alternative duties where available; and
 - (c) regularly review these arrangements.
- 12.2 Where an employee can perform their work duties from home or from another location and/or suitable alternative duties are available, and the employee unreasonably refuses to perform such duties, the employee shall not be entitled to the paid COVID-19 special leave and Job Retention Allowance provided at clause 13 of this Award. For this subclause to apply, the employee must have received prior written notice of the consequences of unreasonably refusing to perform their work duties from home or from another location and/or from performing suitable alternative duties.

13. No Useful Work

- 13.1 This clause applies to permanent full-time employees and permanent part-time employees only.
- 13.2 Where, due to COVID-19, the employer has no useful work for employees, the employer may temporarily stand down (or partially stand down) the employees, subject to the following:

Stage 1 - Paid COVID-19 Special Leave, up to four (4) weeks

- 13.3 Subject to subclause 13.4, an employee who is stood down (or partially stood down) under subclause 13.2 shall be entitled to paid COVID-19 special leave at their salary system rate of pay for four (4) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.
- 13.4 Effective from the operative date applying to the employer as indicated in Schedule A of the Award, the amount of paid COVID-19 special leave that an employee is entitled to receive under subclause 13.3 may be absorbed by up to two (2) weeks of paid special leave already received by the employee from the employer in relation to COVID-19.

Example:

Susan is a swimming school instructor.

Arising from Public Health (COVID-19 Restrictions on Gathering and Movement) Order 2020, the pool where Susan works was required to close. As a result, Susan's employer was unable to provide her with useful work and provided her with two (2) weeks paid special leave.

No suitable alternative duties are available, and the employer has now decided to temporarily stand Susan down.

As Susan has already received two (2) weeks paid special leave in relation to COVID-19, she is entitled to two (2) weeks paid COVID-19 special leave (instead of four (4) weeks paid COVID-19 special leave).

- 13.5 Paid COVID-19 special leave under subclauses 13.3 and 13.4 may be taken:
- (a) in one continuous period; or
 - (b) two or more separate periods.
- 13.6 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) paid COVID-19 special leave shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 13.7 Employees may be recalled back to work by the employer during paid COVID-19 special leave by the giving 24 hours' notice or such shorter period of notice as may be agreed.
- 13.8 Part-time employees shall be entitled to paid COVID-19 special leave on a pro-rata basis according to the regular number of hours worked.
- 13.9 Paid COVID-19 special leave shall be regarded as service for the purposes of computing entitlements under the LG (State) Award. Paid COVID-19 special leave shall also be regarded as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 2 - Job Retention Allowance, up to 13 weeks (3 months)

- 13.10 An employee who remains stood down (or partially stood down) under subclause 13.2 and who has exhausted their entitlement to paid COVID-19 special leave under subclauses 13.3 or 13.4 shall be paid a Job Retention Allowance at the Band 1 / Level 2 rate of pay under the LG (State) Award for thirteen

(13) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.

13.11 The Job Retention Allowance under subclause 13.10 may be taken:

- (a) in one continuous period; or
- (b) two or more periods that together are not more than thirteen (13) weeks in the aggregate.

13.12 Employees may supplement payment of the Job Retention Allowance under this Award by applying to take accrued annual leave or long service leave (including long service leave under 10.4 with the consent of the employer) at the same time.

Example:

Anthony earns approximately \$2,000/week (\$400/day).

Anthony is entitled to the Job Retention Allowance (\$858.20/week as at 8 April 2020) and has accrued annual and long service leave available for use.

In addition to receiving the Job Retention Allowance (\$858.20/week as at 8 April 2020), Anthony can apply to take 3 days accrued leave per week, which would bring his weekly earnings to approximately \$2,058.20/week.

13.13 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) the Job Retention Allowance shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.

13.14

- (a) Employees may be recalled back to work by the employer during the period that they are receiving the Job Retention Allowance by the giving of 24 hours' notice or such shorter period of notice as may be agreed.
- (b) An employee that is temporarily recalled back to work under this subclause to perform their normal duties shall be paid in accordance with the LG (State) Award for the time so recalled.
- (c) An employee that is temporarily recalled back to work under this subclause to perform suitable alternative duties shall be paid in accordance with subclause 10.2 of this Award for the time so recalled.

13.15 Part-time employees shall receive the Job Retention Allowance on a pro-rata basis according to the regular number of hours worked.

13.16 An employee who is directed to take excess accrued annual leave and/or long service leave pursuant to the LG (State) Award shall not be entitled to the Job Retention Allowance whilst on such directed leave.

13.17 Subject to subclause 13.18, where an employee is receiving the Job Retention Allowance and is not working, such period shall not be regarded as service for the purposes of computing entitlements under the LG (State) Award.

13.18 Periods of paid annual leave and long service leave count as service for the purposes of computing leave entitlements under the LG (State) Award and as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

13.19 The Job Retention Allowance is not ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 3 - Leave without pay

13.20 An employee who remains stood down under subclause 13.2 and who has exhausted their entitlements to paid COVID-19 special leave under subclauses 13.3 or 13.4 and the Job Retention Allowance under subclause 13.10 shall be placed on leave without pay until the employer is able to provide the employee with useful work, provided that if the employee has accrued annual leave or long service leave available they may take that leave (including long service leave under subclause 10.4, with the consent of the employer).

PART 7

SAVINGS AND TRANSITIONAL

- 14.1 Nothing in this Award limits the employer’s right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 14.2 Nothing in this Award prevents the employer from providing additional benefits to employees to help mitigate the adverse effects of COVID-19 on employees.
- 14.3 If, after the commencement of this Award, an employer receives new or additional State and/or Commonwealth Government funding in relation to COVID-19, the employer shall take such funding into consideration when deciding whether to extend the benefits provided by this Award or to provide additional benefits to mitigate the adverse effects of COVID-19 on employees.

PART 8

LEAVE RESERVED

Leave Reserved

- 15.1 Nothing in this Award limits the employer’s right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 15.2 Leave is reserved for the Parties to the Award to apply to vary this Award and/or access the Industrial Relations Commission of New South Wales should a State or Commonwealth Government assistance/funding package related to COVID 19 be provided to Employers and/or Employees.

SCHEDULE A

Employers covered by this Award

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 13.4 of the Award operates on and from 8 April 2020.

Table 1 - Employers covered by the Award, and operative date of subclause 13.4

Column A (Subclause 13.4 operates on and from 8 April 2020)
Tweed Shire Council
Lane Cove Municipal Council
Albury City Council
Ballina Shire Council
Bathurst Regional Council
Bayside Council

Bega Valley Shire Council
Bellingen Shire Council
Berrigan Shire Council
Blacktown City Council
Bland Shire Council
Blue Mountains City Council
Bogan Shire Council
Bourke Shire Council
Brewarrina Shire Council
Burwood Council
Byron Shire Council
Cabonne Council
Camden Council
Campbelltown City Council
Canada Bay Council, City of
Canterbury-Bankstown Council
Central Tablelands Water County Council
Cessnock City Council
Clarence Valley Council
Cobar Shire Council
Coffs Harbour City Council
Coolamon Shire Council
Coonamble Shire Council
Cootamundra-Gundagai Regional Council
Cowra Shire Council
Cumberland City Council
Dubbo Regional Council
Dungog Shire Council
Fairfield City Council
Federation Council
Gilgandra Shire Council
Greater Hume Shire Council
Griffith City Council
Gunnedah Shire Council
Gwydir Shire Council
Hawkesbury City Council
Hay Shire Council
Hilltops Council
Hornsby Shire Council
Hunters Hill Council
Inner West Council
Kempsey Shire Council
Kiama Municipal Council
Ku-ring-gai Council
Lachlan Shire Council
Leeton Shire Council
Lithgow City Council
Liverpool City Council
Liverpool Plains Shire Council
Lockhart Shire Council
MidCoast Council
Moree Plains Shire Council
Moree Artesian Aquatic Centre
Mosman Municipal Council
Murrumbidgee Shire Council
Muswellbrook Shire Council

Nambucca Shire Council
Narrabri Shire Council
Narrandera Shire Council
Narromine Shire Council
North Sydney Council
Oberon Shire Council
Parkes Shire Council
Parramatta Council, City of
Penrith City Council
Port Macquarie-Hastings Council
Port Stephens Council
Queanbeyan-Palerang Regional Council
Riverina Water County Council
Rous County Council
Ryde Council, City of
Shellharbour City Council
Shoalhaven City Council
Singleton Council
Snowy Monaro Regional Council
Snowy Valleys Council
Sutherland Shire Council
Sydney Council, City of
Tamworth Regional Council
Temora Shire Council
Tenterfield Shire Council
The Hills Shire Council
Uralla Shire Council
Wagga Wagga City Council
Walcha Shire Council
Walgett Shire Council
Warren Shire Council
Warrumbungle Shire Council
Waverley Council
Weddin Shire Council
Wentworth Shire Council
Willoughby City Council
Wingecarribee Shire Council
Wollondilly Shire Council
Woollahra Municipal Council
Yass Valley Council

J.V. MURPHY, *Commissioner*

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LOCAL GOVERNMENT (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 330742 of 2019)

Before Commissioner Murphy

31 October 2019

AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1	Arrangement
2	Statement of Intent
3	Anti-discrimination
4	Definitions
5	Skill Descriptors
6	Rates of Pay
7	Salary System
8	Use of Skills
9	Performance Evaluation and Reward
10	Payment for Relief Duties/Work
11	Payment of Employees
12	Annualised Salaries
13	Salary Sacrifice
14	Superannuation and Related Arrangements
15	Allowances, Additional Payments and Expenses
16	Motor Vehicle Arrangements
17	Residence
18	Hours of Work
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38	Termination of Employment
39	Workplace Change
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41	Council Agreements
42	Savings and Transitional
43	Leave Reserved
44	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

Schedule 1 - Minimum Standards of Caravan Accommodation to be provided to Employees Required to Camp Out.

2. Statement of Intent

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.

3. 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- (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* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (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* (NSW);
 - (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* (NSW) provides:

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

4. Definitions

- (i) Association means the Local Government and Shires Association of New South Wales, which is also known as Local Government NSW (LGNSW).
- (ii) Council means a Municipal, City, Shire, County Council or Council within NSW as defined in the *Local Government Act 1993*. This definition shall be read subject to the allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- (iii) Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.
- (iv) Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (v) Days - unless otherwise specified, any reference to 'days' shall mean calendar days.
- (vi) Employer means all employers in local government or in the local government industry within NSW that are covered by clause 44, Area, Incidence and Duration, of this Award.
- (vii) General Manager shall mean a person appointed in accordance with section 334 of the *Local Government Act 1993* (NSW) to discharge the duties and responsibilities of the office of general manager as set out in section 335 of the *Local Government Act 1993* (NSW) and such other duties that a

council may delegate to the general manager. When carrying out these duties, the general manager is acting on behalf of the council.

(viii) Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received:

- Saturday, Sunday and shift penalties
- hours of work flexibility agreements allowances
- adverse working conditions allowances
- climatic, west of the line allowances
- civil liability allowance
- tool allowances
- on call allowance
- first aid allowance
- community language and signing work allowances.

provided that subject to the exclusions below and at clauses 10(ii) and 21D(ix), an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
- camping allowance
- travelling allowances
- sewer chokes allowance
- vehicle allowances
- meal allowances.

(ix) Rostered Day Off means, a non-working day for full-time employees pursuant to an arrangement of ordinary hours under clause 18A, where the employee:

- (a) within two weeks, is granted four days off and one additional day off (the "rostered day off"); or
- (b) within three weeks, is granted six days off and one additional day off (the "rostered day off"); or
- (c) within four weeks, is granted eight days off and one additional day off (the "rostered day off").

(x) Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:

- (a) ordinary hours on each of the seven calendar days of the week; and
- (b) ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and
- (c) on Public Holidays; and
- (d) at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the employer regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

(xi) 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 the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

- (xii) Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any additional superannuation contributions made by way of salary sacrifice.
- (xiii) Union means the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU); the Local Government Engineers' Association of New South Wales (LGEA); the Development and Environmental Professionals' Association (DEPA); and the Nurses' and Midwives Association of New South Wales.

5. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

- (i) Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

- (ii) Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

(iii) Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

(iv) Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

(v) Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

(vi) Administrative/Technical/Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical/administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical/trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

(vii) Administrative/Technical/Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised/technical service and to complete work which has some elements of complexity. Make recommendations within the employer and represent the employer to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and/or other administrative/trades/technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation/persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

(viii) Professional/Specialist Band 3, Level 1

Authority and accountability: Provides specialised/technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within the employer, and assistance is usually available from other professional/specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional/Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional/specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

(ix) Professional/Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and/or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

(x) Professional/Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside the employer. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position may manage several major projects or sections within a department of the employer.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

(xi) Professional/Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to the employer on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or the employer in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

(xii) Executive Band 4

Authority and accountability: Accountable for the direction and control of the employer or a department or the like. Influence and commit the employer or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to the employer.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of the employer or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the employer's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to the employer. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the employer.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

6. Rates of Pay

- (i) The rates of pay are established for positions with the skills descriptors as defined in Clause 5, Skill Descriptors of this Award.
- (ii) The rates of pay are set out in Table 1 of Part B of this Award and are entry level rates of pay only, except for Operational Band 1, Level 1, which are actual rates of pay.
- (iii) The employer shall introduce a salary system to complement the skills-based structure and rates of pay of the Award.

7. Salary System

- (i) A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (ii) The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.
- (iii) Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in the employer's salary system or level as prescribed by Clause 5 Skills Descriptors of this Award.
- (iv) Progression through the salary system shall be based upon:
 - (a) the acquisition and use of skills; or
 - (b) employee performance, provided that progression beyond the award entry level based upon the acquisition and use of skills is also available.
- (v) Where Skills Based Progression is Not Reasonably Available Within the Salary Range for the Position, Employees Shall Have Access to Progression Based on the Achievement of Performance Objectives Relating to the Position. Such Performance Objectives Shall be Set in Consultation With the Employee(S).
- (vi) Subject to subclauses (iv) and (v), skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- (vii) Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- (viii) The employer shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, the employer will provide one.
- (ix) At the time of assessment, the employer shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- (x) The salary system shall include a process by which employees can appeal against their assessment.
- (xi) Employees shall have access to information regarding the grade, salary range and progression steps of the position.

- (xii) Where the employer changes its salary system structure, employees shall not suffer a reduction in pay or salary range. Further, employees shall not suffer a reduction in progression steps based on the acquisition and use of skill, unless otherwise agreed.

8. Use of Skills

- (i) The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- (ii) The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- (iii) An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- (iv)
 - (a) The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by the employer to be used as an adjunct to the employee's normal duties.
 - (b) Subject to subclauses (xii) and (xiii) of Clause 15, Allowances, Additional Payments and Expenses, employees who are required by the employer to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

9. Performance Evaluation and Reward

A. ENTERPRISE

- (i) It is the intention of the parties to create a flexible award in which employers can increase the overall efficiency and effectiveness of local government services.
- (ii) Employers should consider the development of enterprise key performance indicators which are specific to local needs.
- (iii) Where the employer develops enterprise key performance indicators regard shall be had to the following:
 - (a) measurement of the manner and process by which services are provided;
 - (b) measurement of both qualitative and quantitative aspects of service provision e.g. community satisfaction, timeliness, service quality, output and cost data.
- (iv) Employers shall discuss enterprise key performance indicators relating to human resources activities and/or job redesign with the consultative committee.
- (v) Employee(s) or the employer may seek assistance from the appropriate union or Association in developing and implementing enterprise key performance indicators.

B. INDIVIDUAL/TEAM

- (i) Enterprise key performance indicators may be used to develop performance targets for teams or individual employees.
- (ii) All employees need to know and have confirmed the role, accountabilities and performance standards that are expected of them. Role clarity, acceptance of goals and regular feedback are essential to effective performance. A key aim should be to provide a means of recognising and rewarding high performance and to provide an early assessment and response to substandard

performance. A review system also provides a basis for identifying development needs for individuals, and can be used as an important input to promotion decisions.

- (iii) This Award recognises that all employees shall have on-going feedback about performance. The performance development process can be simplified to three stages:
 - (1) joint development on objectives and performance standards;
 - (2) progress reviews; and
 - (3) a formal performance review which is followed by decisions and outcomes.

C. BONUS AND ADDITIONAL PERFORMANCE PAYMENTS

- (i) Employers may make available access to bonus payments or other opportunities for additional reward for those employees who have progressed through the salary system to the maximum point/step for their position.
- (ii) Where a salary system provides for the payment of a performance component separate from a skills component, variations to payments under the performance component shall not affect payments under the skills component.

10. Payment for Relief Duties/Work

- (i) An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills/experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- (ii) Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 21D(ix) of this Award.
- (iii) An award employee who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.
- (iv) An employee who is required to relieve an employee in a higher level position, who is on a rostered day off, shall not be entitled to be paid for that relief, except for employees who were being paid for such relief prior to the operative date of this award.

11. Payment of Employees

- (i) Employees shall be paid either weekly or fortnightly, or any other period by agreement, on a fixed regular pay day.
- (ii) The employer shall fix a regular payday, between Monday and Friday inclusive. The employer may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- (iii) Payment shall be by cash, cheque or direct credit to the employee's nominated account.
- (iv) The employer shall deduct and pay on behalf of the employee from any remuneration payable to the employee union membership fees where authorised by the employee in writing. The employer can deduct and pay on behalf of the employee from any remuneration payable to the employee such other amounts as the employee authorises in writing.

- (v) An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:

alternative duties are available that the employee can usefully perform, or

the bushfire or other climatic circumstance occurred outside of the State of New South Wales, or

the employee has been unable to attend work for more than one week per bushfire or other climatic circumstance event. The employee may, in exceptional circumstances, apply to the employer for paid special leave and such request shall not be unreasonably refused.

- (vi) Where an employee takes a period of sick leave and subsequently becomes entitled to the payment of workers compensation for the same period but at a lesser amount than the sick leave already paid, the employer shall be entitled to deduct from the employee's remuneration the difference between the sick leave payment and the workers' compensation payment.

12. Annualised Salaries

- (i) Annual salary instead of award provisions

Notwithstanding any other provision of this Award, the employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all payments arising under the following provisions of the Award:

- (a) Rates of Pay - clause 6;
- (b) Use of Skills - clause 8;
- (c) Performance Evaluation and Reward - clause 9
- (d) Payment for Relief Duties/Work - clause 10
- (e) Salary Sacrifice - clause 13
- (f) Allowances, Additional Payments and Expenses - clause 15
- (g) Residence - clause 17
- (h) Hours of Work - clause 18
- (i) Overtime - clause 19
- (j) Holidays - clause 20

- (ii) Annual salary not to disadvantage employees

- (a) The annual salary must be no less than the amount the employee would have received under this Award for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- (b) The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the award provisions which are satisfied by the payment of the annual salary.
- (c) Employees shall not be denied the opportunity to apply for new or vacant positions as a result of the operation of this clause.

- (iii) An annual salary agreement must:
 - (a) be in writing and signed by both parties;
 - (b) state the date on which the arrangement commences;
 - (c) be provided to the employee;
 - (d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all award obligations had been met, taking account of the value of the provision of matters not comprehended by the award such as private use of an employer provided motor vehicle;
 - (e) be subject to an annual review;
 - (f) contain details of any salary package arrangements, including the annual salary that is payable;
 - (g) contain details of any other non-salary benefits provided to the employee such as an employer provided motor vehicle;
 - (h) contain details of any performance pay arrangements and performance measurement indicators;
 - (i) contain the salary for the purposes of accident make up pay (if applicable); and
 - (j) contain the award band and level for the role.
- (iv) An annual salary agreement may be terminated:
 - (a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the employee.
- (v) On termination of an annual salary agreement, the employee will revert to the Award entitlements unless a new annual salary agreement is reached.
- (vi) Notwithstanding the above, annualised salary arrangements entered into prior to 1 July 2014 may continue to operate in accordance with their terms.

13. Salary Sacrifice

- (i) The employer and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by the employer on its premises; and additional superannuation and motor vehicles supplied by the employer under lease back arrangements where the amount to be salary sacrificed for leaseback of the employer's motor vehicle is that part of the lease back fee that exceeds the employer's fringe benefit tax liability.
- (iii) The value of the benefits shall be agreed between the employer and employee and shall include fringe benefits tax where applicable.
- (iv)
 - (a) The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both the employer and the employee.

- (b) The employee may request in writing to change the benefits to be salary sacrificed once each year and the employer shall not unreasonably refuse the request.
- (v) The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- (vi) The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- (vii) The value of salary sacrifice benefits and applicable fringe benefits tax shall be ordinary pay for calculating overtime and termination payments.
- (viii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (ix)
 - (a) The employer will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
 - (b) The employer has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (x) A salary sacrifice arrangement shall cease on the day of termination of employment.
- (xi) A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- (xii) The employer may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation and Related Arrangements

- (i) Superannuation Fund Contributions
 - (a) Subject to the provisions of the *Industrial Relations Act 1996 (NSW)*, the employer shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.
- (ii) Salary Sacrifice Arrangements specific to Superannuation
 - (a) For the purposes of this sub-clause:
 - i. "Eligible employee" means an employee with at least five (5) years continuous service with the employer who has an accrued entitlement to long service leave under the Award that is in excess of the long service leave entitlement that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*. For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
 - ii. "Excess LSL" means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955 (NSW)*.
 - iii. "LSL" means Long Service Leave.
 - iv. "LSL Act" means the *Long Service Leave Act 1955 (NSW)*.

- v. "Ordinary Time Earnings" has the same meaning as in section 6(1) of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
 - vi. "Superannuation Fund" means the Local Government Superannuation Scheme.
- (b) Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.
 - (c) Any Excess LSL cashed out in accordance with this clause shall be paid to the employee at the employee's ordinary pay.
- Example: A full-time employee with 10 years' continuous service with the employer accrues 13 weeks LSL under the Award, whereas they would have only accrued 8 weeks LSL if covered by s4 of the LSL Act. After 10 years' service, the employee would have up to 5 weeks Excess LSL which may, with the consent of the employer, be cashed out.
- (d) Eligible employees who have Excess LSL cashed out under this clause must enter into a Salary Sacrifice Arrangement for the equivalent amount to be paid into the Superannuation Fund as Ordinary Time Earnings, unless the employee has reached their concessional contribution cap.
 - (e) Notwithstanding clause 13(vi) of the Award, any Salary Sacrifice Arrangement made under this clause shall not be treated as an approved benefit for superannuation purposes.

15. Allowances, Additional Payments and Expenses

- (i) Level 1 Adverse Working Conditions Allowance
 - (a) A level 1 adverse working conditions allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions.
 - (b) The level 1 adverse working conditions allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty.
 - (c) All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative/Technical/Trades Band 2 shall be paid the level 1 adverse working conditions allowance for all hours worked, excepting staff engaged in the following functions:
 - Administration
 - Civic Centre, Recreation and Theatre
 - Community Services
 - Finance
 - Garbage, Sanitary and Sullage
 - Managing Saleyards
 - Noxious Plant Inspection
 - Ordinance Control
 - Public Relations
 - Supervising in Band 2
 - Technical Services
 - Works Supervisor
 - (d)
 - (1) Designated employees in Operational Band 1 and Administrative / Technical / Trades Band 2 who do not qualify for the allowances at subclauses 15(i)(c) and 15(ii)(a) shall be paid the level 1 adverse working conditions allowance for the actual time worked by

direction performing the following work, with a minimum payment of one (1) hour per day on which the work is performed:

Childcare employees - whilst changing nappies

Employees whose duties involve animal destruction - whilst destroying companion animals and/or manual handling the remains or faeces of such companion animals. For the purpose of this subclause, companion animals means cats and dogs.

- (2) The employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to perform such work.

(ii) Level 2 Adverse Working Conditions Allowance

- (a) All employees classified in the Operational Band 1, of this Award (except for supervisors), who are employed in garbage, sanitary and sullage collection work or engaged at garbage tips, in street sweeping and in cleaning offensive materials from gutters or storm water drains, shall in addition to their weekly rate of pay, be paid a level 2 adverse working conditions allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.
- (b) The level 2 adverse working conditions allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

(iii) Sewer Chokes

The sewer choke allowance is to compensate for the highly obnoxious working conditions associated with the clearing of blockages in live sewers, which typically includes:

- (a) the clearing of blockages in sewer mains (of any diameter) carrying raw or partially treated sewerage to sewerage treatment plants, often in circumstances where direct contact with the raw sewerage is unavoidable; and
- (b) the clearing of blockages in other parts of the sewerage system where disassembly is required and direct contact with raw sewerage is unavoidable.

Employees clearing sewer chokages and/or other parts of the sewerage system as provided above shall be paid at the rate set out in Table 2 of Part B of this Award whilst so engaged.

For the purposes of this subclause, a live sewer shall mean part of a sewerage system that transports raw or partially treated sewerage from a building to a septic tank or sewerage treatment works, typically at or below ground surface level.

For the purposes of this subclause, a sewer choke shall mean a partial or total blockage that may result in a spill to the external environment from the sewer system.

The sewer choke allowance is paid per shift, including overtime shifts which are not continuous with an ordinary shift.

The sewer choke allowance shall not be paid in addition to the septic tanks allowance at subclause 15(iv) or sewerage treatment works allowance at subclause 15(v) of this Award.

(iv) Septic Tanks

Employees shall be paid treble rates in addition to their normal rates for all time occupied on work in connection with the cleaning of septic tanks, and/or septic closets and/or chemical closets by other than mechanical means. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(v) Sewerage Treatment Works

Employees required during their ordinary hours of work to enter and clean or enter and maintain digestion tanks at sewerage treatment works, aeration ponds or wet wells at sewer pump stations, where direct contact with raw sewerage is unavoidable, shall be paid at the rate of double ordinary rates for all time worked. Payments made in accordance with this subclause shall be in substitution of overtime rates and any other penalty.

(vi) Employee Providing Tools

(a) Where the employee and the employer agree that the employee shall supply their own tools, a tool allowance shall be paid as follows:

	Per Week \$
Bricklayer	Table 2 of Part B
Carpenter and Plumber	Table 2 of Part B
Metals and Mechanical Trades	Table 2 of Part B
Painter and Signwriter	Table 2 of Part B
Plasterer	Table 2 of Part B

(b) Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

(c) Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

(d) Compensation of Tools - The employer shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the employer's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the employer's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

(e) Provided for the purposes of this clause:

- (1) Only tools used by the employee in the course of their employment shall be covered by this clause;
- (2) The employee shall, if requested to do so, furnish the employer with a list of tools so used;
- (3) Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- (4) The employee shall report any theft to the police prior to making a claim on the employer for replacement of stolen tools.

(vii) Telephone

Where an employee and the employer agree that a fixed line telephone installed at the employee's residence can be used as a means of communication to such employee and there is no reliable and accessible mobile network telephone coverage at the residence, the employer shall reimburse the employee the annual rental of such fixed line telephone and for the actual charge made for all outward calls made on the employer's behalf.

(viii) Expenses

All reasonable expenses, including out-of-pocket, accommodation and travelling expenses, incurred in connection with the employee's duties shall be paid by the employer and, where practicable shall be included in the next pay period. The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the employer and the employee. Travelling arrangements shall be agreed between the employer and the employee.

(ix) Certificates, Licences and other Approvals

- (a) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a WorkCover NSW approved certificate or licence the employer shall reimburse the employee for the cost of such certificate or licence.
- (b) Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of the Award is required by the employer to hold a drivers licence other than a Class C (car) or Class R (rider) licence, the employer shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.
- (c) Where an employee engaged in child-related work is required by the employer to undertake a Working with Children Check as provided by the *Child Protection (Working with Children) Act 2012 (NSW)*, the employer shall reimburse the employee for the cost of such Working with Children Check.

(x) Travelling Allowance

- (a) This subclause shall apply to employees who are required to start and/or finish work at a location away from the employer's depot, workshop or other agreed normal place of work, and travel to and/or from such location in their own time.
- (b) For the purposes of this subclause "normal place of work" shall mean:
 - (1) the employer's workshop or depot;
 - (2) an office or building of the employer to which the employee is usually assigned;
 - (3) any other agreed starting and/or finishing point.
- (c) Unless otherwise provided, each employee will be assigned to one normal place of work only.
- (d) An employee may be assigned to more than one normal place of work by agreement.
- (e) An employee may be transferred to a different normal place of work at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 35, Grievance and Dispute Procedures, shall apply.
- (f) Where an employee is required to commence and/or finish work at a location away from the employee's normal place of work and the distance travelled is greater than the distance usually travelled by the employee between their place of residence and normal place of work, the employee shall be paid a travelling allowance for each journey of excess travel, according to the following scale, provided that reasonable transport is available:

Excess distance travelled	Entitlement
Less than 3kms	Nil
3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B

Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B
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Note: On and from 1 July 2014, an employee may be entitled to two travelling allowances on the one day.

- (g) For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the employer by which they are employed.
- (h) For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- (i) Where transport is provided by the employer the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- (j) Where the employer and employee agree that the employee is to use their own vehicle to transport other employee(s) or materials to and/or from a worksite located away from the employee's normal place of work, a vehicle allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such vehicle allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where the employer provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- (k) This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 35 of this Award shall be applied.
- (l) This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- (m) Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.
- (xi) Camping Allowance
 - (a) Employees who are required by the employer to camp out or where no reasonable transport facilities are available to allow them to proceed to and from their homes each day shall be paid a camping allowance at a rate set out in Table 2 of Part B for each night the employee camps out.
 - (b) The employer shall pay the camping allowance in advance if requested, where the employer requires the employee to camp out for all of the rostered working days in a week. The employer shall be reimbursed the camping allowance that has been paid in advance excepting where the camp has been shortened or cancelled for reasons beyond the employee's control.

- (c) When employees are required to camp, all travelling between their respective depots and camp site at the beginning and/or completion of the camp be undertaken during normal working hours. If the employees are required to travel outside normal working hours they shall be paid the appropriate travelling allowance in accordance with subclause (xi) of this clause.
- (d) All time occupied in setting up or in shifting camps during the ordinary working hours shall be paid for at ordinary rates. Should employees be required to shift camp at times other than during their ordinary hours of work they shall be paid time and a half rates for the time occupied.
- (e)
 - (1) The employer shall provide transport for employees, who are required to camp out from the employer depot at the commencement of each working week and to return to such depot at the finish of each working week or when the employees are camped for a period less than one week at the commencement and finish of the period in which the employees are required to camp out.
 - (2) Notwithstanding (1) above, transport may be mutually arranged between the employer and the employee(s) and shall remain at all times with those employee(s) required to camp.
- (f) The employer shall provide free transport once each week to enable commodities for use in camp to be obtained by the employees from the nearest suitable location. For the purpose of this subclause, the camping allowance prescribed in paragraph (a) shall be payable to the employees so concerned.
- (g) No employee shall be required to camp without at least 24 hours' notice unless such employee agrees to do so.
- (h) Where reasonably practicable to do so the employer shall arrange for perishable foods to be purchased on the morning prior to the time of departure on that day.
- (i) Minimum standards of caravan accommodation to be provided to employees required to camp out are contained in Schedule 1 to this Award.

(xii) Community Language, and Signing Work

- (a) Employees using a community language skill as an adjunct to their normal duties to provide services to speakers of a language other than English, or to provide signing services to those with hearing difficulties, shall be paid an allowance in addition to the weekly rate of pay as set out in Table 2 of Part B. The allowance may be paid on a regular or irregular basis, according to when the skills are used.
- (b) Such work involves an employee acting as a first point of contact for non-English speaking residents or residents with hearing difficulty. The employee identifies the resident's area of inquiry and provides basic assistance, which may include face-to-face discussion and/or telephone inquiry.
- (c) Such employees convey straightforward information relating to services provided by the employer, to the best of their ability. They do not replace or substitute for the role of a professional interpreter or translator.
- (d) Such employees shall record their use of a community language according to the employer's established policy.
- (e) Where an employee is required by the employer to use community language skills in the performance of their duties:

The employer shall provide the employee with the opportunity to obtain accreditation from a language aide accreditation agency

Such training shall form part of the employer's training plan and budget, in accordance with the requirements of Clause 31 of this Award

The employee shall be prepared to be identified as possessing the additional skill(s)

The employee shall be available to use the additional skill(s) as required by the employer.

(f) Savings

These provisions identify minimum criteria only, and shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangement existing at the date the award was varied to give effect to this clause. They shall not however be cumulative upon such existing payments.

(xiii) First Aid in the Workplace

General

- (a) The parties to the Award recognise that providing immediate and effective first aid to employees or others who have been injured or become ill at the workplace may reduce the severity of the injury or illness and promote recovery. In some instances it could mean the difference between life and death.
- (b) All employees must be able to access a first aid kit.
- (c) First aid requirements will vary from one workplace to the next, depending on the nature of the work, the type of hazards, the workplace size and location, as well as the number of people at the workplace. These factors must be taken into account when deciding what first aid arrangements need to be provided.
- (d) Employers must ensure that an adequate number of employees are trained to administer first aid at the workplace or that employees have access to an adequate number of other people who have been trained to administer first aid.
- (e) Employers are encouraged to make available to employees, training in basic first aid, which may include, for example, training in:
 - administering first aid;
 - Cardio Pulmonary Resuscitation (CPR); or
 - use of defibrillators.

For further information, refer to the SafeWork NSW 'First aid in the workplace code of practice'.

First aid work allowance

- (a) Where an employee who holds an appropriate first aid qualification is appointed by the employer to perform first aid duty and be in charge of a first aid kit, such employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.
- (b) This clause shall not apply where it is a requirement of the position for the employee to hold an appropriate first aid qualification and perform first aid duty, if the skills have been paid for in accordance with the employer's salary system.

(xiv) Meal Allowance

- (a) A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:
 - (i) for two hours or more prior to their agreed commencing time, or

(ii) for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or

(iii) after each four hours on days other than ordinary working days

provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

(xv) Civil Liability - Engineering Professionals

(a) Subject to this clause, engineering professionals directly involved in the application of engineering principles to the asset management of the employer's assets that give rise to liability under the *Civil Liability Act 2002* (NSW) shall be paid a 3.5% allowance in addition to the weekly salary system rate of pay.

(b) This allowance was introduced to ensure that engineering professionals whose work value had changed in response to the *Civil Liability Act 2002* (NSW) are paid for that change in work value. This allowance applies to functional management positions as well as engineering professionals working in asset management at the operational level.

(c) This allowance is not payable where such responsibilities and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the employer.

(d) Direct involvement in the application of engineering principles to the management of the employer's assets includes:

- the planning for;
- designing;
- maintenance;
- replacing;
- rehabilitation; or
- disposing

of the employer's assets which may give rise to liability under the *Civil Liability Act 2002* (NSW).

(e) To qualify for the payment of this allowance the position in question must be evaluated in accordance with the skill descriptors for Professional/Specialist Band 3 or Executive Band 4 of the Award.

(f) The parties to the Award acknowledge that implementation of this allowance has been guided by the Joint Statement on the Implementation of the Civil Liability Allowance issued by the parties in October 2007. The parties remain committed to this document as a guide for the application of the allowance.

(g) From 1 January 2015, claims for the payment of the civil liability allowance under this clause shall be made within 30 days of the work being performed, and any claims for back-payment of the civil liability allowance shall be limited to the date on which the employee made the claim. This subclause does not apply where it can be demonstrated that the employer incorrectly made representations to an employee that the civil liability allowance had already been paid for in accordance with their rate of pay and/or the salary system established by the employer.

(h) This clause 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.

(xvi) Accreditation of employees as Chartered Professional Engineers

- (a) Where an engineering employee is required by the employer to be accredited as a Chartered Professional Engineer the employer shall:
 - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant leave, without loss of pay, to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.
- (c) The employer may grant an engineering employee undertaking a course to obtain accreditation as a Chartered Professional Engineer, although not at the employer's request, assistance in accordance with subclause (v) of Clause 31 of this Award.

(xvii) Accreditation of employees by the Building Professionals Board

- (a) Where an employee is required by the employer to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the employer shall:
 - (1) pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and
 - (2) grant paid leave to attend course requirements in accordance with subclause (iv) of Clause 31, Training and Development, of this Award.
- (b) Subclause (a) shall continue to be observed while the employee is on paid leave and/or unpaid parental leave.

16. 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 as follows:
 - (a) motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and
 - (b) 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.
- (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 16A(i)(b) but with a minimum payment as set out in Table 2 of Part B. 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 sub-group (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 35, 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.

17. Residence

Where an employee is supplied by the employer with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between the employer and the employee. The rental value as agreed may be deducted from the pay of the employee.

18. Hours of Work

A. ORDINARY HOURS

- (i) Except as otherwise provided, the ordinary hours of work shall be 38 hours per week arranged on one of the following bases:
- 38 hours within one week provided that at least two days off shall be granted; or
 - 76 hours within two weeks provided that at least four days off shall be granted; or
 - 114 hours within three weeks provided that at least six days off shall be granted; or
 - 152 hours within four weeks provided that at least eight days off shall be granted.
- (ii) The ordinary hours of work for employees engaged in the following functions shall be 35 hours per week:
- Administration;
 - Building Surveying;
 - Community Services (Professional/Specialist Band 3);
 - Engineering (Professional and Trainees);
 - Executive Band;
 - Finance;
 - Health Surveying;
 - Library;
 - Public Relations;
 - Technical Services; and
 - Town Planning.

The ordinary hours for employees working 35 hours per week shall be arranged on one of the following bases:

- 35 hours within one week provided that at least two days off shall be granted; or

- 70 hours within two weeks provided that at least four days off shall be granted; or
 - 105 hours within three weeks provided that at least six days off shall be granted; or
 - 140 hours within four weeks provided that at least eight days off shall be granted.
- (iii) Except as otherwise provided, the ordinary hours for all employees shall be between Monday and Sunday.
- (iv) Where the employer seeks to alter the spread of ordinary hours for a new or vacant position from Monday to Friday to Monday to Sunday for any of the following functions:
- Crematoriums and Cemeteries;
 - Road Constructions and Maintenance;
 - Sale Yards;
 - Stores and Depots; and
 - Trade functions
- (a) the employer shall refer the proposal to alter the spread of ordinary hours to the consultative committee prior to advertising the new or vacant position(s);
- (b) If the employer is satisfied that there are suitably qualified employees employed by the employer that can be redeployed to the new or vacant position(s) the employer shall call for expressions of interest from those employees for redeployment into the new or vacant position(s); and
- (c) employees employed prior to 1 July 2014 whose ordinary hours of work are from Monday to Friday shall not be compelled to agree to work ordinary hours of work on Saturdays and/or Sundays.
- (v) The ordinary hours for employees engaged in the following functions shall be between Monday and Friday:
- (a)
- Building Surveyors;
 - Engineering (Professional and Trainees);
 - Finance;
 - Health Surveyors; and
 - Town Planning.
- (b) The ordinary hours for employees engaged in general administration shall be between Monday and Friday except where such administrative duties are associated with work in functions where a different spread of hours is applicable.
- (vi) An employee's commencement and/or finishing times may be altered by agreement or by the employer with the provision of reasonable notice where there are genuine operational or safety reasons supporting the variation. For the purpose of this sub-clause, reasonable notice shall be determined having regard to:

the employee's personal circumstances including any family and carer responsibilities; and

the needs of the workplace, including any genuine operational or safety reasons.

Unless otherwise agreed, at least two weeks prior to the proposed alteration the employer shall provide the employee with the reasons for the proposed alteration to commencement and/or finishing times in writing. At least one week prior to the proposed alteration the employee shall provide reasons in writing if they do not agree with the proposed alteration, provided that an employee shall not unreasonably withhold agreement. In the event of a dispute, Clause 35, Grievance and Disputes Procedures, shall apply.

This subclause only applies in relation to changes to commencement and/or finishing times and does not apply to changes in the days that an employee is required to work.

- (vii) The day of a rostered day off can be altered by mutual consent at any time and may be altered by the employer on two weeks' notice where there are genuine operational or safety reasons and the alteration does not unreasonably disadvantage the employee. Where an employee works on a rostered day off, Clause 19, Overtime of subclause A. General, shall apply.
- (viii) An employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes. Thereafter, a paid meal break not exceeding 20 minutes shall be given and taken after a further five hours continuous work. By agreement, or in the case of unforeseen circumstances (including where the taking of the meal break would cause unreasonable interference in operations), the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.
- (ix) Ordinary hours of work shall not exceed twelve (12) hours in any one-day exclusive of unpaid meal breaks.

B. SATURDAY AND SUNDAY WORK

- (i) Except as otherwise provided, ordinary hours worked on a Saturday shall attract a 25% penalty in addition to the ordinary hourly rate of pay and ordinary hours worked on a Sunday shall attract a 50% penalty in addition to the ordinary hourly rate of pay.
- (ii) The ordinary hours worked by employees engaged in the following functions shall attract a 50% penalty in addition to the ordinary hourly rate of pay for work on a Saturday and a 100% penalty in addition to the ordinary hourly rate of pay for work on a Sunday:
 - Beach inspectors;
 - Cleaning;
 - Crematoriums and Cemeteries;
 - Garbage;
 - Mechanical Trades (Workshops);
 - Parks and Reserves;
 - Rangers and parking officers;
 - Road Construction and Maintenance;
 - Sale Yards;
 - Sanitary;
 - Sewerage;
 - Stores and Depots;
 - Sullage;
 - Trade functions;
 - Waste; and
 - Water
- (iii) An employee may request to work ordinary hours on a Saturday and/or a Sunday in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant provisions;
 - (d) Where an employee requests to work ordinary hours on a Saturday and/or a Sunday under the provisions of this subclause, the employer shall not be required to pay the penalty rate provided by subclauses (i) and/or (ii).

C. SHIFT WORK

- (i) Except as otherwise provided ordinary hours worked outside the span of 6:00am to 6:00pm Monday to Friday shall attract a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the span of hours specified in this subclause.
- (ii) Employees engaged in the following functions will be entitled to a 20% shift penalty in addition to the ordinary hourly rate of pay for the actual time worked outside the following times:

Aerodromes	5.00am to 10.00pm
Caretakers	5.00am to 10.00pm
Childcare	6.00am to 7.00pm
Cleaners	5.00am to 9.00pm
Entertainment, Theatres and Hospitality	6.00am to 11.00pm
Libraries	8.00am to 9.00pm
Leisure Centres	5.00am to 11.00pm
Parking Station Attendants	6.00am to 10.00pm
Pools	5.00am to 11.00pm
Rangers and parking officers	5.00am to 10.00pm
Security/watchpersons	5.00am to 10.00pm

- (iii) Shift penalties shall be payable for ordinary work performed between Monday and Friday and shall not be paid on weekends.
- (iv) With the exception of staff engaged in the function of street sweeping, employees in receipt of the Level 2 Adverse Working Conditions allowance provided under clause 15(ii) of this Award shall not also receive shift penalties for work performed outside the hours of 6:00am to 6:00pm Monday to Friday as provided by subclause (i).
- (v) An employee may request to work ordinary hours outside the span of 6:00am and 6:00pm or any of the other spans detailed in clause 18C(ii), in lieu of the ordinary hours the employee would otherwise be rostered to work.
 - (a) An employee’s request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - (b) The employer will not unreasonably withhold agreement to such a request;
 - (c) Any such agreement shall not apply to new or vacant positions;
 - (d) Where an employee requests to work ordinary hours outside the relevant span of hours the employer shall not be required to pay a shift penalty for the actual time worked.

D. FACILITATIVE PROVISIONS

The employer and the Union may agree on hours of work, weekend penalties and shift penalties other than those prescribed in this clause.

19. Overtime

A. GENERAL

- (i) Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- (ii) Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- (iii) Overtime worked on Sunday shall be paid for at the rate of double time.
- (iv) Overtime shall be claimed within 30 days of it being worked. The employer shall keep a record of such overtime. Accrued time in lieu of overtime shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- (v) An employee (other than a casual) who:
 - (a) works four or more hours overtime after the completion of an ordinary shift and does not receive ten (10) consecutive hours off duty in the fourteen (14) hours immediately preceding the commencement of their next ordinary shift, or
 - (b) works overtime after the completion of two consecutive ordinary shifts without receiving ten (10) consecutive hours off duty,

shall be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without receiving the ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

Remote response - This subclause shall not apply where an employee works for less than four hours remote response on any one day.
- (vi)
 - (a) Where there is prior agreement between the employer and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked.
 - (b) The employer may direct an employee to take accrued time in lieu of overtime by the giving of at least two (2) weeks' notice in the following circumstances:
 - (1) Where the employee has accumulated in excess of one (1) weeks' time in lieu of overtime or,
 - (2) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.
 - (c) Time in lieu of overtime accruals standing to an employee's credit on termination of employment shall be paid at the appropriate overtime rate.
- (vii) Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of council and standing and/or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of the council and standing and/or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

(viii)

- (a) Subject to paragraph (b), the employer may require an employee to work reasonable overtime at overtime rates.
- (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), 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.

B. EXCESS HOURS AGREEMENTS

- (i) Subject to subclause (ii) of this clause, the employer and an individual employee in Professional/Specialist Band 3 or Executive Band 4 may agree to an 'Excess Hours Agreement' whereby the employee is paid an allowance of at least ten (10) percent of the employee's weekly salary system rate of pay in substitution for all overtime penalties under this Award.
- (ii) An employee shall be entitled to overtime in accordance with Clause 19 Overtime of subclause A. General, of this Award where the employee is directed to work additional hours that are in excess of the hours of work reasonably contemplated by the employer and the employee at the time the Excess Hours Agreement was made. The hours of work reasonably contemplated by the employer and the employee shall be determined having regard to the quantum of the allowance paid.
- (iii) Where the employer and an engineering professional employee who satisfies the eligibility criteria for payment of the civil liability allowance at subclause 15(xv) of this Award agree to an Excess Hours Agreement, the employee shall continue to be paid the civil liability allowance in addition to any allowance that is payable under the Excess Hours Agreement.
- (iv) An Excess Hours Agreement is subject to the following conditions:
 - (a) An employee who can demonstrate that they are required to routinely work unpaid additional hours in order to fulfil the requirements of their position has the right to request, in writing, to enter into an Excess Hours Agreement. Where the employer does not agree to the request the employer shall discuss the request with the employee with a view to reaching agreement on:
 - (1) reasonable ways to reduce the excess unpaid hours or
 - (2) alternative ways of compensating the employee for the excess hours.

In the event that no agreement is reached, the employer shall advise the employee, in writing, of the arrangements that will be made so that they are no longer required to work the excess hours.
 - (b) The employer and the individual employee must have genuinely made the Excess Hours agreement without coercion or duress.

- (c) The Excess Hours Agreement must:
 - (1) be in writing;
 - (2) name the parties to the agreement and be signed by the employer and the individual employee;
 - (3) result in the employee being better off overall in comparison to the Award at the time the agreement is made than the employee would have been if no Excess Hours Agreement had been agreed to;
 - (4) state the date the agreement commences to operate.
- (d) The employee shall work such reasonable hours as are necessary to carry out the duties and functions of the position and the employee's obligations under their contract of employment, provided that the employee may refuse to work additional hours in circumstances where the working of such additional hours 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:
 - 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 requirement for the employee to work additional hours and by the employee of their intention to refuse it; and
 - any other matter.
- (e) The employer may require the employee to attend work for the employer during core business hours and to attend meetings of the council/employer and standing and/or special committee meetings, provided that such requirement does not result in the employee working hours which are unreasonable.
- (f) The employer must give the individual employee a copy of the agreement and keep the original signed agreement as a time and wages record.
- (g) An employer seeking to enter into an agreement under this clause must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (v) An Excess Hours Agreement may be terminated:
 - (a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- (vi) The allowance paid under this clause shall be paid for all purposes of the Award but shall not attract any penalty.

C. ON CALL

- (i) For the purposes of this Award, an employee shall be deemed to be on-call if required by the employer to be available for duty outside of ordinary hours at all times in order to attend emergency and/or breakdown work and/or supervise the call-out of other employees.
- (ii) Employees who are required to be on-call are not required to remain at their usual place of residence or other place appointed by the employer. However, an on-call employee must be able to be contacted and be able to respond in a timely manner.
- (iii) Employees required to be on call on days when they would ordinarily work, or would have ordinarily worked but for a public holiday, in accordance with Clause 18, Hours of Work shall be paid an on call allowance at a rate set out in Table 2 of Part B of this Award for each such day the employee is required to be on call.
- (iv) Employees required to be on call on days other than their ordinary working days shall be paid an on call allowance at a rate set out in Table 2 of Part B of this award for each such day the employee is required to be on call.
- (v) Provided that the on call allowances in subclauses (iii) and (iv) of this clause shall not total more than the rate set out in Table 2 of Part B of this award for any one week.
- (vi) Employees on call who are required to work outside their ordinary hours shall be entitled to be paid overtime at the appropriate rate for hours worked and such rate shall be paid from the time that the employee departs for work. On call employees are not subject to the minimum payment provisions on a public holiday.
- (vii) Unless otherwise provided, the overtime paid to an employee that is required to work whilst on-call shall not be less than thirty (30) minutes per day on which they are called out.
- (viii) For each public holiday an employee is required to be on-call, the employee shall be granted one-half day's leave to be taken at an agreed time, provided that where there is prior agreement the employer may pay the employee an additional one-half day's pay in lieu of the one-half day's leave.

D. CALL BACK

- (i) For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in subclause (i) shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

E. REMOTE RESPONSE

- (i) An employee who is in receipt of an on call allowance and available to immediately:
 - (a) respond to phone calls or messages;
 - (b) provide advice ('phone fixes');

- (c) arrange call out/rosters of other employees; and
- (d) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter, except where the employee is recalled to work (Note: subclause 19C(vi) applies where an on-call employee is recalled to work).

- (ii) An employee remotely responding will be required to maintain and provide to the employer 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 overtime paid 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.
- (iii) The employer may, by agreement, make an average payment equivalent to an agreed period of time per week where the employee is regularly required to remotely respond as defined in subclause (i) of this clause.

20. Holidays

A. GENERAL

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) 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) Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- (vi) Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the employer and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- (vii) If a rostered day off falls on a public holiday as prescribed in clause 20A(i), the next working day will be substituted, or another day by agreement, except for employees engaged on a seven (7) day a week rotating roster system.
- (viii) An employee who prior to the operative date of this award was entitled to move a day off which was not a rostered day off where it fell on a public holiday shall retain that right.
- (ix) The employer may direct an employee to take accrued time in lieu for work on a public holiday by the giving of at least two (2) weeks' notice in the following circumstances:

- (a) Where the employee has accumulated in excess of one (1) weeks' time in lieu for work on a public holiday, or where the employee has accumulated a total of in excess of one (1) weeks' time in lieu when combining:
 - (1) time in lieu for work on public holiday's; and
 - (2) time in lieu of overtime under subclause 19A(vi)(a).
- (b) A period of annual close down of up to and including two (2) weeks where the employee does not have sufficient annual leave to cover the relevant close down period. The employer shall be able to rely on this provision prior to considering the provision of meaningful alternate duties.

B. UNION PICNIC DAY

- (i) 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 such day as is agreed between the employer and the union(s).
- (ii) The union(s) shall advise the employer 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.
- (iii) Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- (iv) Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to the employer to take annual leave, long service leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the employer, or may be required by the employer to make up time.

21. Leave Provisions

A. SICK LEAVE

- (i) Employees who are unable due to illness or injury to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay.
- (ii) Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- (iii) The entitlement to sick leave is subject to the employer being satisfied that the illness or injury;
 - (a) is such that it justifies the time off; and
 - (b) does not arise from engaging in other employment.
- (iv) The employer may require an employee to provide proof that the illness or injury is such that it justifies the time off work, subject to the following:
 - (a) In each year of service proof of illness or injury to justify payment shall not be required for the first 3 separate periods of absence, provided such periods are not more than 2 working days, unless:
 - (1) It is reasonable for the employer to require the employee to provide proof of illness or injury having regard to the employee's pattern of sick and/or amount of sick leave taken by the employee, and

- (2) The employer has provided the employee with prior written notice of the requirement to provide proof of illness or injury.
- (b) The type of proof of injury or illness required by the employer must be reasonable having regard to the circumstances of the employer and the employee and may include, for example, certification from a qualified medical/health practitioner registered with the appropriate government authority or statutory declaration; and
- (c) when requested, proof of illness shall indicate the employee's inability to undertake their normal duties.
- (v) The employer may require employees to attend a qualified medical/health practitioner nominated by the employer at the employer's cost.
- (vi) Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- (vii) The employer may, at its discretion, grant an employee sick leave at half pay if satisfied that extenuating circumstances exist. Where a public holiday falls during a period of sick leave at half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of sick leave at half pay on a proportionate basis.
- (viii) Accumulated sick leave shall be transferable on change of employment from employer to employer within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with the employer and appointment to the service of another employer does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- (ix) Where an employee has had five (5) years' service with the present employer and the sick leave entitlement as prescribed has been exhausted, that employer may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (x) Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.
- (xi) Where an employee had an entitlement under awards rescinded and replaced by this Award for the payment of unused sick leave arising out of the termination of employment due to ill-health or death and where such entitlement existed as at 15 February 1993 the following provisions shall apply
- (a) In the event of the termination of service of an employee on account of ill health and the employer is satisfied that such ill-health renders the employee unable in the future to perform the duties of such appointed classification, the termination shall not be effected earlier than the date on which the employee's credit of leave at full pay shall be exhausted unless the employee is paid any accrued sick leave at full pay to which such employee would be entitled under this clause.
- (b) When the service of an employee is terminated by death, the employer shall pay to the employee's estate, the monetary equivalent of any untaken sick leave standing to the employee's credit at the time of death.
- (c) Payment under this clause is limited to sick leave calculated to retirement age in accordance with relevant legislation and shall not be payable if the injury or illness arises out of or in the course of employment such that it is compensable under the *Workers Compensation Act 1987* (NSW).

- (d) For the purposes of this subclause such entitlement to payment of untaken sick leave shall be paid be in accordance with clause 14 of Schedule 4 of the *Industrial Relations Act 1996* (NSW).

B. CARER'S LEAVE

- (i) Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (v)(b) below 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 21 Leave Provisions, of subclause A, Sick Leave of this 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)
 - (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
 - (b) Where more than two weeks sick leave in any year of service 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.
 - (c) Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 35 of this Award should be followed.
- (iii) In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (iv) The employer may require the employee to provide proof of the need for carer's leave as follows:
 - (a) Less than two weeks - Where less than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to 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) More than two weeks - Where more than two weeks sick leave in any year of service is sought to be used for caring purposes the employer may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or
 - (c) 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.
- (v) 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 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

- (3) 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
 - (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 paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - (b) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) 'household' means a family group living in the same domestic dwelling.
- (vi) 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 subclause (v)(b) above who is ill or who requires care due to an unexpected emergency.
- (vii) 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 absence.
- (viii) Carer's Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in subclauses (iv) and (vii) 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 (v)(b) 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.
 - (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) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (ix) Time off in Lieu of Payment for Overtime: An employee may, with the consent of the employer, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 19 subclause A of this Award for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (x) Make-up time: An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause (v) above.
- (xi) Annual Leave and Leave Without Pay: An employee may elect with the consent of the employer to take annual leave or leave without pay for the purpose of providing care and support for a

person in accordance with subclause (v) above. Such leave shall be taken in accordance with Clause 21D, Annual Leave and Clause 21L, Special Leave of this Award.

C. EMERGENCY SERVICES LEAVE

- (i) Subject to subclause (ii) of this clause, an employee, other than a casual, who engages in a 'voluntary emergency management activity' shall be entitled to up to five (5) days paid emergency services leave per calendar year from their accrued sick leave balance to participate in such activity.
- (ii) An employee is not entitled to paid emergency services leave under this clause if:
 - (a) the employee has less than 12 months continuous service with the employer; or
 - (b) the taking of the emergency services leave will result in the employee having an accumulated sick leave balance of less than three (3) weeks.

Note: An employee who does not qualify for Emergency Services Leave under this clause may apply for special leave under clause 21 L, of this Award.

- (iii) For the purposes of this clause, an employee engages in a 'voluntary emergency management activity' if, and only if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee engages in the activity on a voluntary basis (Note: the activity is not on a voluntary basis if the employee receives remuneration from the recognised emergency management body for lost wages or salary); and
 - (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (d) either:
 - (1) the employee was requested by or on behalf of the body to engage in the activity; or
 - (2) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

- (iv) For the purposes of this clause, a 'recognised emergency management body' is:
 - (a) a body, or part of a body, that has a role or function under a plan that:
 - (1) is for coping with emergencies and/or disasters; and
 - (2) is prepared by the Commonwealth, a State or a Territory; or
 - (3) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (b) any other body, or part of a body, a substantial purpose of which involves:
 - (1) securing the safety of persons or animals in an emergency or natural disaster; or
 - (2) protecting property in an emergency or natural disaster; or
 - (3) otherwise responding to an emergency or natural disaster.

- (v) For the purposes of this clause, an 'emergency' means an event, actual or imminent, which endangers or threatens to endanger life, property or the environment and which requires a significant and coordinated response.
- (vi) The employer may require proof of participation in the voluntary emergency management activity to justify payment under this clause.

D. ANNUAL LEAVE

Amount of Annual Leave

- (i) For each year of service an employee (other than a casual) is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave if the employee is regularly required to work a seven day a week rotating roster system.

Accrual of leave

- (ii)
 - (a) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
 - (b) Paid annual leave accrues up to when the employment ends.

Taking paid annual leave

- (iii) Unless otherwise provided, paid annual leave may be taken for a period agreed between the employee and the employer.
- (iv) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

Requirement to take annual leave

- (v) The employer may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:
 - (a) where the employee has accumulated in excess of eight weeks annual leave
 - (b) a period of annual close-down of up to and including two (2) weeks.

Provided that:

- (1) Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause (i) of this clause.
- (2) In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, the employer shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.
- (3) In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with the employer may take annual leave in advance of the entitlement provided that in the event of the employee

leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

- (4) In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave.
- (5) Any arrangements concerning annual close down made under previous Awards will continue to apply unless otherwise agreed, provided that any request to change the arrangement shall not be unreasonably refused.

Employee not taken to be on paid annual leave on Public Holidays

- (vi) If the period during which an employee takes paid annual leave includes a day or part-day that is a declared public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that declared public holiday.

Payment for annual leave

- (vii) Unless otherwise provided, if an employee takes a period of paid annual leave, the employer must pay the employee at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

Resignation or termination of employment

- (viii) On resignation or termination of employment, the employer shall pay to the employee their ordinary rate of pay for all accrued untaken annual leave.

Varying rates of pay

- (ix) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

E. LONG SERVICE LEAVE

- (i)
 - (a) An employee shall be entitled to Long Service Leave at the ordinary rate of pay as follows: -

Length of service	Entitlement
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

- (b) Where an employee has completed more than five years' service with the employer and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to 15 years and 2.2 weeks for each year of service from 15 years onwards.
- (c) 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.

(ii)

- (a) An employee who is entitled to long service leave may, with the consent of the employer, 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.

(iii)

- (a) Long service leave shall be taken at a time mutually convenient to the employer and employee, provided that all long service leave accruing on or after 23 June 1988 shall be taken within five years of it falling due. The employer may direct an employee to take long service leave accrued on or after 23 June 1988 and not taken within five years of it falling due provided that at least four weeks' notice is given to the employee.
- (b) Payment to an employee proceeding on long service leave shall be made by the employer at the employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either before the commencement of the employee's long service leave, or by agreement through the usual pay periods.
- (c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause shall be deemed to have entered upon leave at the date of termination of the employment and shall be entitled to payment accordingly.

(iv)

- (a) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause all prior continuous service with any other employer within New South

Wales shall be deemed to be service with the employer by which the employee is currently employed.

- (b) Continuity of service shall be deemed not to have been broken by transfer or change of employment from one employer to another provided the period between cessation of service with one employer and appointment to the service of another employer does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, provided further that the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with one employer and appointment to the service of another employer.
- (v)
 - (a) An employee who is entitled to long service leave, may, with the consent of the employer, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Award that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (the "LSL Act"). For the purpose of this subclause, long service leave is deemed to accrue under the LSL Act at the rate of 0.867 weeks per year of service.
 - (b) Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between the employer and the employee.
- (vi) For the purpose of this clause, service shall include the following periods: -
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of the employer.
 - (b) In the case of an employee, transferred to the service of an employer of a new or altered area - any period of service with the employer from which such employee was transferred.
 - (c) Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- (vii) There shall be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by the employer as service at the time leave was taken.
- (viii) When an employee transfers from one employer to another, the former employer shall pay to the newly employing employer the monetary equivalent of all long service leave accruing to the employee at the time of transfer, up to a maximum of five (5) years of accrual, calculated at the rate(s) of accrual applying to leave accrued in the five (5) years immediately prior to the transfer. By agreement between the former employer and the newly employing employer, more than the monetary equivalent of five (5) years of accrued long service leave may be transferred. However an employee who at the time of transfer has completed at least five years continuous service may elect to be paid the monetary equivalent of the entitlement. Employees who at the time of transfer elect to be paid the monetary equivalent of their long service leave entitlement shall have that entitlement calculated by multiplying in completed years and months their period of continuous service with the employer(s). A statement showing all prior continuous service with the employer(s) of the employee concerned shall be furnished together with details of the assessment of the amount of money that shall be paid into a Long Service Leave Reserve Account and appropriate notations made in the employer's Long Service Leave Record.
- (ix) The employer which has received under subclause (vii) of this clause a monetary equivalent of long service leave entitlement to cover an employee's period of service with a previously employing employer(s) shall if the employee subsequently leaves the service of that employing employer to seek employment outside New South Wales Local Government before a long service

leave entitlement has become due, refund to such previously employing employer (s) the amount paid.

- (x) Long service leave shall be exclusive of annual leave and any other holidays as prescribed by clause 20, Holidays of this Award, occurring during the taking of any period of long service leave, provided that where a public holiday falls during a period where the employee has taken long service leave on half pay, the public holiday shall also be paid at half pay.
- (xi) When the service of an employee is terminated by death the employer shall pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (xii) Where an employee's service is terminated at the end of a season or through shortage of work, material or finance or through illness certified by a duly qualified medical practitioner and such employee is re-employed by the same employer within 12 months of termination of service, prior service shall be counted for the purpose of this clause.

F. PARENTAL LEAVE (GENERAL)

Relationship with federal legislation - Clauses 21F, 21G, 21H and 21I of this Award shall apply in addition to:

Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and

- (ii) the Paid *Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

G. PAID PARENTAL LEAVE

- (i) Definitions - in this clause:

- (a) PPL instalments shall mean instalments paid during the paid parental leave period under the Paid *Parental Leave Act 2010* (Cth).
- (b) parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

- (ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with the employer immediately prior to the commencement of paid parental leave.

- (iii) Entitlement to parental leave make-up pay

- (a) An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.

- (b) The period of parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
 - (c) Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the employer for at least 3 months since their previous period of parental leave.
- (iv) Employee's right to choose
- (a) An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and/or paid special maternity leave (9 weeks full pay or 18 weeks half pay) in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this Award, provided that the requalification period in subclause (iii) above shall apply.
 - (b) This subclause shall not apply where another employee of the employer receives parental leave make-up pay in connection with the pregnancy or birth of the child.

H. CONCURRENT PARENTAL LEAVE

An employee, other than a casual, who is a supporting parent shall be entitled to up to two weeks paid concurrent parental leave from their accrued sick leave balance 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 the employer immediately prior to the commencement of their concurrent parental leave.

I. ADOPTION LEAVE

(i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(ii) Pre-adoption Leave

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
 - (1) single continuous period of up to 2 days; or
 - (2) any separate periods to which the employee and the employer agree.

(iii) Adoption Leave

- (a) Subject to subclause (c), an employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

Age of child at the date of placement	Entitlement
Less than 5 years of age	9 weeks full pay, or 18 weeks half pay

Between 5 years of age and less than 16 years of age	4 weeks full pay, or 8 weeks half pay
--	--

- (b) Notwithstanding the above, where the adopted child is aged between 5 years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, the employer shall not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.
- (c) An employee is not entitled to paid adoption leave under this clause where the employee receives parental leave make-up pay in connection with the adoption of the child.
- (iv) Family reunion leave
 - (a) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice shall be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.
 - (b) For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed and the adopted child is thereby

J. BEREAVEMENT LEAVE

- (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence to the employer of such, the employee shall be entitled to bereavement leave as follows:
 - (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (ii) For the purposes of this clause, immediate family shall mean the following:
 - (a) a spouse or de facto partner of the employee;
 - (b) a child of the employee;
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a child of the spouse or de facto partner of the employee;
 - (g) a parent of the spouse or de facto partner of the employee;
 - (h) a sibling of the spouse or de facto partner of the employee; or
 - (i) a grandchild of the spouse or de facto partner of the employee; or
 - (j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, extended family shall mean the following:
 - (a) a niece of the employee;

- (b) a nephew of the employee;
 - (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the employee;
 - (f) a grandparent of the spouse or de facto partner of the employee;
 - (g) the spouse or de-facto partner of a sibling of the employee;
 - (h) the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- (iv) The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
- (a) Subject to providing satisfactory evidence to the employer, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in subclauses (i) to (iv) of Clause 21K, Bereavement Leave.
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

K. OTHER PAID LEAVE

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Union Training Leave

- (a) An eligible employee shall be entitled to five (5) days paid leave to attend courses which are specifically directed towards relevant training for eligible employees.
- (b) For the purpose of this clause relevant training for eligible employees is training directly related to:
 - (1) Eligible employees' rights and responsibilities in their capacity as union delegates.
 - (2) Understanding this Award, enterprise agreements, council agreements, and council policies.
 - (3) Grievance and dispute procedures, and disciplinary procedures;
 - (4) Code of Conduct;

- (5) Bullying, harassment, and discrimination.
- (c) Such leave will be available to an individual eligible employee once only during their employment, provided that the employer shall not unreasonably refuse additional training where:
 - (1) There is a change in relevant provisions of this Award; or
 - (2) More than three (3) years has elapsed since the eligible employee last took leave for the purpose of this clause.
- (d) An eligible employee is defined as a full-time or part-time employee:
 - (1) Who is a union delegate, who has been duly appointed by a union and the employer has been formally notified of that appointment; and
 - (2) Who has completed 12 months continuous service with the current employer, unless otherwise agreed.
- (e) An eligible employee must comply with the following notice requirements:
 - (1) Provide the employer with at least four (4) weeks prior notice in writing of their request to attend a training course;
 - (2) Outline details of the type, content and duration of the course to be attended in the written notice.
- (f) The employer will consider a request for leave in accordance with this clause having regard to:
 - (1) The operational requirements of the employer; and
 - (2) The capacity of the employer to make adequate staffing arrangements among current employees during the proposed period of leave.
- (g) An employer must not unreasonably refuse to agree to a request by the employee to take training leave.
- (h) An employer will not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary hourly ordinary time rate for such absence.
- (i) An eligible employee will be required to provide the employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- (j) Nothing in this subclause prevents an employer and employee from agreeing to additional union training leave either with or without pay.
- (k) Leave granted pursuant to this clause counts as service for all purposes of this award.

(iii) Union Conference Leave

Accredited delegates to the unions' annual conferences shall be granted paid leave for the duration of the conference provided that the employer's operational requirements are met and the union notifies the employer of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

L. SPECIAL LEAVE

- (i) The employer may grant special leave, either with pay or without pay, to an employee for a period as determined by the employer to cover any specific matter approved by the employer, including but not limited to:
 - (a) leave for victims of family and domestic violence;
 - (b) leave for engaging in a voluntary emergency management activity;
 - (c) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
 - (d) leave to attend to duties as a member of the Australian Defence Force.
- (ii) Periods of leave without pay shall not be regarded as service for the purpose of computing entitlements under this Award. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- (iii) An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

22. 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 ARRANGEMENTS

- (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.

23. Phased Retirement

- (i) In recognition of the ageing workforce in local government 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 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; and
 - (g) Purchased additional annual leave arrangements.
- (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 the employer or the employee.

24. 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.

25. 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 employer 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 employer. A copy of the conditions and any variations to them must be provided to the employee by the employer.
 - (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 the employer and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vi) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in clause 18, Hours of Work of this Award, the provisions of clause 19, Overtime, shall apply.
- (vii) 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.
- (viii) 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.
- (ix) 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.

26. Casual Employment

- (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 18B. The penalties are calculated on the ordinary hourly rate.
- (iv) Casual employees who work outside the relevant spread of hours identified at clause 18C(i) and (ii) are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- (v) Subject to clause 19 of subclause A. (viii), a casual employee will not be offered to work overtime in a position held by a permanent employee of the employer, 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 (including but not limited to annual leave, long service leave and sick 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 the employer'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 employer'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 the employer on a permanent basis.

- (ix) Carer's entitlements shall be available for casual employees as set out in subclause (viii) of Clause 21, Part B of this Award.
- (x) Bereavement entitlements shall be available for casual employees as set out in subclause (v) of Clause 21J of this Award.

27. 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 employer and the employees concerned.
 - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) The employer 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 the employer 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 the employer 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 works hours outside the spread of hours in clause 18, Hours of Work of this Award the provisions of clause 19, Overtime, shall apply.
- (vii) The employer must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- (viii)
 - (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.
- (ix) In the event of a job sharer vacating the position the employer shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

- (x) 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 employer.

28. Labour Hire

An employee of a labour hire business shall not replace an employee of the employer on a permanent basis.

This clause does not apply to the employment of apprentices and/or trainees by a group training business.

For the purpose of this clause:

- (a) a "labour hire business" is a bona fide labour hire business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which supplies staff employed or engaged by it to the employer on an on-hire basis for the purpose of such staff performing work or services for that employer. Provided that a business is not a labour hire business if:
- (1) the staff of that business are not performing the specific duties of a position(s) covered by the employer's organisation structure;
 - (2) the business is providing professional business services which cannot reasonably be fulfilled by the employer's employees, for a specified period of time or for a specific task (for example, legal, financial or accounting services);
 - (3) the business is a bona fide contractor providing both equipment and employees to the employer;
or
 - (4) the business is another entity covered by this Award.
- (b) a "group training business" is a bona fide group training 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 apprentices and/or trainees to the employer for the purpose of such staff performing work or services as an apprentice or trainee for that employer.

Notwithstanding the provisions of subclause (i), the employer and the relevant union may agree in writing that the employer may replace an employee of the employer on a permanent basis with the employee of a labour hire business.

29. Multiple Employment

Where an employee is employed in a second position with the employer the second position may, for all purposes of the Award, be regarded as a separate and distinct employment engagement from the original employment provided that:

- (i) the positions involve different duties or are in different work function areas; and
- (ii) the employee agreed to the employment in the second position.

30. Junior and Trainee Employment

A. GENERAL

- (i) The rates of pay specified in Band 1/Level 1 are actual not minimum rates.
- (ii) Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

B. JUNIOR EMPLOYMENT

- (i) The rates of pay as provided in Band 1/Level 1 are payable to juniors (15-18 years old).
- (ii) A junior employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

C. TRAINEE EMPLOYMENT AND APPRENTICESHIPS

- (i) The rates of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.
- (ii) An employee shall be appointed to Band 1/Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- (iii) Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- (iv) If the employment is to be continued beyond the training period upon the successful completion of training, the employee shall proceed to the appropriate band and level in the structure.
- (v) In addition to the vocational training direction, the employer shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
 - (a) the term of the apprenticeship;
 - (b) the course of studies to be undertaken by the apprentice;
 - (c) the course of on the job training to be undertaken by the apprentice.

D. SCHOOL BASED TRAINEES AND APPRENTICES

- (i) The object of Part D of this clause is to assist persons who are undertaking a traineeship or apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based traineeships/apprenticeships are undertaken at a minimum Certificate II Australian Qualifications Framework (AQF) qualification for traineeship level and a minimum Certificate III Australian Qualifications Framework (AQF) qualification for apprenticeship level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.
- (ii) The hourly rates for school based trainees/apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1/Level 1 by 38 or 35 in accordance with clause 18, Hours of Work.
- (iii) For the purpose of subclause (ii), where a school based trainee/apprentice is a full time school student, the time spent in off-the-job training for which the school based trainee/apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- (iv) School based trainees/apprentices progress through the rates of pay set out in Band 1/Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- (v) Except as provided by this Award, school based trainees/apprentices are entitled to pro rata entitlements of all other conditions of employment.

E. GOVERNMENT FUNDED TRAINEESHIPS

- (i)
 - (a) Part E of this clause does not apply to apprentices or trainees who are already trained and job ready.
 - (b) A government funded traineeship shall not commence until the relevant Training Agreement has been registered with the relevant State Training Authority.
 - (c) Trainees shall not displace existing employees from employment.
- (ii)
 - (a) Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
 - (b) Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- (iii) The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State Training Authority in accredited and relevant Traineeship Schemes.
- (iv) The employer shall ensure that the trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Training Agreement.
- (v) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (vi) The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.
- (vii) A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full time, provided that 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. By agreement in writing, and with the consent of the relevant State 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 Scheme.
- (viii) Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (ix)
 - (a) The employer shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
 - (b) Where the employer chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- (x) A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.

- (xi) Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the employer for the purposes of this Award or any other legislative entitlements.
- (xii) Wages:
 - (a) The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
 - (b) The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

31. Training and Development

- (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
 - (ii) 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.
 - (2) the size, structure and nature of the operations of the employer.

- (3) 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:
- (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) reasonable travel arrangements shall be agreed; and
 - (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.
- (v) 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.
- (vi) 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.

32. Consultative Committees

A. AIM

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at each employer which shall:

- (i) provide a forum for consultation between the employer and its employees that encourages a free and open exchange of views;

- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of the employer and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

B. SIZE AND COMPOSITION

- (i) The size and composition of the consultative committee shall be representative of the employer's workforce and agreed to by the employer and the local representatives from the following unions: USU; DEPA and the 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 the employer.
- (iii) Officers of the union(s) or Association(s) 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 COMMITTEES

- (i) The functions of the consultative committee 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
 - (j) proposed variations to leaseback vehicle arrangements
 - (k) health and wellbeing programs.
- (ii) The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 35, Grievance and Disputes Procedures.

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 the employer should note the dissenting views.
- (ii) The consultative committee shall meet as required.

33. Appointment and Promotion

- (i) 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 reason(s) as to why they were not appointed, and upon such request, the employer shall provide the reason(s) in writing; and
- (b) request a review of their individual education and training needs.

34. Term Contracts

- (i) The employer 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 no longer than is reasonably necessary to undertake recruitment for the vacant position, or
 - (d) to temporarily replace an employee who is on approved leave, secondment, workers compensation, acting in a different position or working reduced hours under a flexible work and leave arrangement, 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 no 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 the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented; or
 - (h) to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions); or
 - (i) to perform seasonal work (also see subclause 21E(xi) of this Award).
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 November 2010 may continue until the expiry of their fixed or maximum term.

35. Grievance and Dispute Procedures

- (i) At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and the employer represented by the Association.
- (ii) The union delegate shall have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval shall not be unreasonably withheld.
- (iii) A grievance or dispute shall be dealt with as follows:
 - (a) The employee(s) shall notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (b) A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

- (c) If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
 - (d) If the matter remains unresolved the general manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
 - (e) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the general manager or other authorised officer to the Association for further discussion between the parties.
- (iv) The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
 - (v) During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

36. Disciplinary Procedures

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, the employer shall:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) the suspension shall not be for longer than is reasonably necessary to conduct a proper investigation.
 - (b) the suspension shall be limited to circumstances where suspected unsatisfactory work performance or conduct, if substantiated, would constitute a serious breach of the employer's code of conduct, policies, procedures, or the employee's contract of employment.
 - (c) 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.

- (d) 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.
 - (e) The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (f) The employer shall not unreasonably refuse an application for paid leave under this provision.
 - (g) By agreement an employee may be transferred to another position or place of work.
- (ii) Be entitled to request the presence of an Association and/or union representative at any stage.

C. WORKPLACE INVESTIGATIONS

- (i) The parties to the Award have agreed on guidelines ("guidelines") concerning workplace investigations.
- (ii) Failure to comply with the guidelines may be used as evidence that a person or employer has failed to properly conduct or speedily conclude a workplace investigation. However, a person or employer cannot be prosecuted only because of a failure to comply with the guidelines.
- (iii) Upon becoming aware of possible unsatisfactory work performance or conduct by an employee the employer may decide to investigate.
- (iv) Workplace investigations are a process by which employers gather information to assist the employer to make an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.
- (v) When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that the employer should consider include:
 - The seriousness of the possible unsatisfactory work performance or conduct;
 - How recent the possible unsatisfactory work performance or conduct occurred;
 - Potential implications in not undertaking an investigation; and
 - Whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).
- (vi) Employers shall properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

D. DISCIPLINARY 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 the employer. The employer and employee will discuss the reason(s) for the unsatisfactory work performance or conduct including matters external to the workplace, and, where appropriate, measures to assist the employee to improve their work performance or conduct. Such measures may include, for example, training, counselling and provision of an Employee Assistance Program (EAP).
- (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 the employer 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.

E. PENALTIES

- (i) After complying with the requirements above, the employer may:
 - (a) Demote the employee to a lower paid position or a lower salary point/step provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.
 - (b) Suspend the employee without pay from work for a specified period of time.
 - (c) Terminate the employment of the employee in accordance with Clause 38, Termination of Employment of this Award.
- (ii) Notwithstanding the above, the employer may take appropriate disciplinary action before and/or during the procedures in clause 36D in cases of misconduct or where the employee's performance warrants such action.

37. 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 2011 (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) Workcover NSW: www.workcover.nsw.gov.au
- (ii) Safe Work Australia: www.safeworkaustralia.gov.au

38. Termination of Employment

- (i)
 - (a) An employee in Operational Band 1 or the Administrative/Technical Trades Band 2 shall give to the employer two (2) weeks' notice of their intention to terminate their employment.
 - (b) The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of the employer in subclause (iv) of this clause.

If no such notice is provided, the employer shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

- (ii) The employer and an employee may agree to a shorter period of notice for the purpose of this subclause.
- (iii) In cases of serious misconduct, the employer may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (iv) shall not apply.
- (iv) The employer shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

Employee's period of continuous service	Period of notice
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- (v) The provision of this clause shall be read subject to the provisions of Clause 39, Workplace Change and Redundancy, of this Award.

39. Workplace Change

- (i) Employer's Duty to Notify a Proposed Change in Organisation Structure
 - (a) Where the employer proposes a change in 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.
 - (b) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) shall include:
 - (1) the nature of the proposed change;
 - (2) the reason(s) for the proposed change; and
 - (3) the position(s) likely to be affected.

- (c) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) may be given either before or after a definite decision is made. The union(s) may, on being notified of the proposed change, respond to the employer in writing within the twenty-eight (28) days, addressed to the general manager. Any such response(s) received by the general manager shall be provided to the decision maker(s) within seven (7) days.
 - (d) Notice to the union(s) of a proposed change in organisation structure under subclause 39(i)(a) shall not form part of any notice of termination under subclause 40(i).
 - (e) Nothing in this subclause prevents the employer from immediately implementing a change in organisation structure with the consent of the affected employee(s), where the union(s) to which they belong have been provided at least seven (7) days' notice of the proposed change.
- (ii) Employer's Duty to Notify and Discuss Change after making a Definite Decision
- (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, the employer shall notify the employee(s) who may be affected by the proposed changes and the union(s) to which they belong.
 - (b) The employer shall discuss with the employee(s) affected and the union(s) to which they belong, inter alia, the introduction of the changes referred to in sub-clause (ii)(a) 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.
 - (c) 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 subclause (ii)(a) of this clause.
 - (d) For the purposes of the discussion, the employer shall provide to the employee(s) concerned and the union(s) 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).
 - (e) Competitive tendering - Where employee(s) who are adversely affected by the proposed changes request the employer's assistance to submit an in-house bid and the employer refuses that request, the employer shall provide the reason(s) in writing.
- (iii) Discussion Before Termination
- (a) Where the employer has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (ii)(a) of this clause and that decision may lead to the termination of employment, the employer shall hold discussions with the employee(s) directly affected and with the union(s) to which they belong.
 - (b) The discussion shall take place as soon as it is practicable after the employer has made a definite decision which shall invoke the provision of paragraph (iii)(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. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
 - (c) The employer shall not unreasonably refuse a request by an employee to work through the notice of termination period in subclause 40(i) to better enable the employee to explore opportunities to mitigate the adverse effects of workplace change. During such notice period, whilst the employee is able to undertake tasks and duties associated with their position, priority shall be

given to activities that may enable the employee to find employment. Such activities may include, but not be limited to, training, redeployment opportunities, job interviews, financial advice and recruitment advice.

- (d) For the purposes of the discussion, the employer 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 employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

40. Termination of Employment and Redeployment Due to Redundancy

(i) Notice of Termination

- (a) Where the employer terminates an employee’s employment due to redundancy, the employer shall provide the employee with notice of termination as following:

- (1) Subject to subclause (i)(a)(2) of this clause, five (5) weeks’ notice to terminate or pay in lieu thereof; or
- (2) Where the employee’s employment is terminated because of the introduction of technology, three (3) months’ notice to terminate or pay in lieu thereof,

provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (b) Notice or payment of notice under this paragraph shall be deemed to be service with the employer for the purposes of calculating leave entitlements under this Award.

(ii) Notice to Centrelink

Where a decision has been made to terminate fifteen (15) or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons, the employer shall notify Centrelink as soon as possible giving relevant information as provided at section 530 of the *Fair Work Act 2009* (Cth).

(iii) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy except where the employee concerned has been offered, but has refused to accept, an alternative position within the employer'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 subclause (i) of this Clause, the employee shall be entitled to severance pay as follows:

Completed Years of Service with the Employer	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay

8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (iv) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in the employer's employment until the expiry of the notice period.
- (v) During a period of notice of termination given by the employer, 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 employer the employee shall provide proof of attendance at an interview.
- (vi) A redundant employee shall be entitled to the payment of a job search allowance of up to the rate set out in Table 2 of Part B of this Award 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 employer or until the employee secures alternative employment, whichever is the sooner.
- (vii) If the employee agrees to be redeployed by the employer 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 severance 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 severance pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (viii) The employer shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (ix) 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 the Department of Human Services.
- (x) In the event that the employer determines that a position is redundant, the employer where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xi) Nothing in this Award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the employers bound by this Award.
- (xii) Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (iii) above if the employer obtains acceptable alternative employment for an employee.
- (xiii) Nothing in this clause shall restrict an employee with ten years' service or more and the employer from agreeing to further severance payments.
- (xiv) Nothing in this clause restricts the elected council and/or general manager from exercising their right under the *Local Government Act 1993* to determine and/or re-determine the organisation structure from time to time, and to implement such determinations.

41. Council Agreements

- (i) The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the employer and its employees.

- (ii) The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
 - (a) the extent of the agreement shall be limited to the Award's Clause 9, Performance Evaluation and Reward; Clause 11, Payment of Employees; Clause 15, subclauses (xi) and (xii), Travelling and Camping Allowances; Clause 18, Hours of Work; Clause 19, Overtime; Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
 - (b) the agreement does not provide less than the entry level rates of pay;
 - (c) the agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
 - (d) the agreement shall be processed in accordance with subclause (iii) of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph (a) above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.
- (iii) A council agreement shall be processed as follows:
 - (a) the unions shall be notified prior to the commencement of negotiations;
 - (b) the agreement has been genuinely arrived at by negotiation without compulsion;
 - (c) the agreement shall be committed to writing and shall include a date of operation and a date of expiration;
 - (d) the employer and the appropriate union(s) shall sign the agreement and a copy sent to the Association;
 - (e) Any party to a council agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.
- (iv)
 - (a) Section 44 of the *Industrial Relations Act* 1996 (NSW) relating to the termination of enterprise agreements shall apply to the termination of council agreements made in accordance with this clause, and a council agreement may be terminated in the same manner as an enterprise agreement.
 - (b) Where a council agreement is terminated at or after the end of its nominal term by the giving of written notice to each other party to the agreement, at least three (3) months' notice shall be given. The notice may be served before the end of the nominal term.
 - (c) Termination of a council agreement is not effective until all of the parties to the agreement have been given written notice of the approval to terminate or of service of the notice of intention to terminate.

42. Savings and Transitional

- (i) The employer must ensure that employees engaged on incremental scales on or before 8 June 1992, continue to be paid in accordance with the incremental scales as adjusted. This subclause does not apply in the following circumstances:
 - (a) if the employer has an operative training plan which is sufficient to allow progression at least equal to that under the previous incremental scales;
 - (b) if an employee chooses not to undertake training consistent with the employer's training plan; and

- (c) if the incremental scale provides a rate of pay less than the Award entry level rate of pay.
- (ii)
- (a) No employee shall receive a reduction in pay as a result of the implementation of this Award or transfer to a salary system.
 - (b) Unless otherwise agreed, employees, including seasonal workers, who are in regular receipt of penalty rates and/or shift penalties, aggregate rates of pay or other arrangements that compensate for hours of work shall either continue to receive such benefits or the payments prescribed by clause 18, whichever is the higher.
 - (c) The provisions in subclause (ii)(b) shall apply where council and enterprise agreements are terminated.
 - (d) The provisions in subclause (ii)(b) shall apply in addition to the Award increases prescribed by clause 44.
- (iii) Where employees, employed in areas where the employer's office is situated upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), thence by straight lines passing through the following towns or localities in the order stated, viz: Conargo, Argoon, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Narrabri, Moree, Warialda, Ashford and Bonshaw; at the time of making this Award had an entitlement to receive one week's leave of absence with pay in addition to the annual leave provided at subclause 21D(i) of this Award, the employee shall retain this entitlement whilst still employed by the employer at which they were working at the time of the making this Award.
- (iv)
- (a) West of the Line Allowance

Where employees of the undermentioned council areas and those employers situated to the west thereof at the time of making this Award were paid at the rate per week as set out in Table 2 of Part B in addition to their rate of pay, those employees shall retain this entitlement whilst they continue to be employed by the employer at which they were working, at the time of the making of this Award; Moree Plains, Walgett, Narrabri, Coonamble, Warren, Lachlan, Carrathool, Leeton, Murrumbidgee, Windouran, Murray and Griffith.
 - (b) Climatic Allowance

Where employees working within the area bounded by the Shires of Snowy River, Tumut and Tumbarumba at the time of the making of this Award, were paid per week as set out in Table 2 of Part B or part thereof, those employees shall retain this entitlement whilst still employed by the employer at which they were working, at the time of the making of this Award.
 - (c) In addition to what is provided in paragraphs (a) and (b) of this subclause, the allowances shall be paid to those employees during periods of absence on paid sick leave, public holidays and annual leave, but not otherwise.
- (v) Where an employee prior to 11 May 1995, had an entitlement to transfer accumulated sick leave from one employer to another employer in New South Wales, under the Local Government Senior Officers' Award the employee shall retain this entitlement.
 - (vi) The implementation of this Award shall not result in the removal of any existing arrangement for an additional payment made by the employer for the payment of wages, excepting when such payment relates to FID.
 - (vii) Where an on call employee has been paid a minimum payment for a public holiday on a regular basis, such arrangements shall continue, unless otherwise agreed.

- (viii) Where a casual employee engaged in a position on a regular and systematic basis has been paid casual loading on overtime prior to 1 November 2007, such arrangements shall continue while such employee is engaged in that position, unless otherwise agreed.

43. Leave Reserved

- (i) Leave is reserved for the parties to the Award to apply to vary tool allowances as set out in Clause 15(vi)(a) and compensation of tools as set out in Clause 15(vi)(d) of this Award in line with the Crown Employees (Skilled Trades) Award.
- (ii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the vehicle allowances as set out in Clause 16A(i), Clause 16A(iii) and Clause 15(x)(j) of this Award to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0).
- (iii) Following any adjustment to the federal Local Government Industry Award 2010, leave is reserved for the parties to apply to amend the meal allowance set out in Clause 15(xiv) to reflect such adjustment. The relevant adjustment factor for this purpose is the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, take away and fast foods sub-group (Cat No 6401.0).
- (iv) Leave is reserved for the parties to the Award to apply to vary the traineeship wage rates in Clause 30E(xii) in accordance with the pay scales derived from the federal Local Government Industry Award 2010.
- (v) Leave is reserved for the parties to the Award to apply to vary Clause 30, Junior and Trainee Employment, to reflect industry training needs.
- (vi) Leave is reserved for the parties to apply to vary the Award consistent with the principles of the Industrial Relations Commission of New South Wales in relation to the accreditation of employees by the Building Professionals Board.
- (vii) Leave is reserved for the parties to apply to vary the Award to reflect legislative changes that relate to parental leave.
- (viii) Leave is reserved for the parties to apply to vary Clause 16B(iii)(b), variations to leaseback fees, to reflect future changes to fringe benefits tax.
- (ix) Subject to the necessary legislative changes occurring, which the parties undertake to pursue, leave is reserved for the parties to apply to vary Clause 21D, Annual Leave, to provide that employees may, with the consent of the employer, take annual leave at either full, half or double pay.

44. Area, Incidence and Duration

- (i) This Award shall apply to all employers and employees:
- (a) in local government in New South Wales; and
- (b) in the local government industry in New South Wales as defined in this clause.
- (ii) In this Award "local government industry in New South Wales" means all activities undertaken by local government entities, including activities undertaken by corporations controlled by one or more local government entities. For the purposes of this subclause a corporation is controlled by one or more local government entities if one or more local government entities have the capacity to determine the outcomes of decisions about the corporation's financial and operating policies.

- (iii) The Award does not cover those employers and employees:
 - (a) whose positions are determined pursuant to section 332 of the *Local Government Act 1993* (NSW) to be senior staff positions;
 - (b) covered by the Local Government (Electricians) State Award;
 - (c) covered by the Nursing Homes, &c., Nurses' (State) Award;
 - (d) covered by the Local Government, Aged, Disability and Home Care (State) Award;
 - (e) covered by the Miscellaneous Workers Home Care Industry (State) Award;
 - (f) employed by The City of Sydney;
 - (g) employed by Wollongong City Council;
 - (h) employed by Broken Hill City Council (that being the County of Yancowinna);
 - (i) employed by Newcastle City Council and covered by the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
 - (j) employed by the Moree Artesian Aquatic Centre and principally engaged in the duties of the MAAC Ltd Wellness Centre within the premises known as the MAAC Ltd; and
 - (k) employed by Newcastle Airport Pty Limited.
- (iv) This Award shall rescind and replace the Local Government (State) Award 2017 published 31 May 2019 (384 I.G. 493) and all variations thereof.
- (v) This Award shall operate from the commencement of the first pay period on or after the 31 October 2019, and a nominal term of 3 years.
- (vi) The Award in column (a) of Table 1 of Part B provides for a 2.35% increase in rates of pay with a minimum payment of \$20.40 per week to operate from the first full pay period to commence on or after 1 July 2017.
- (vii) The Award in column (b) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$21.80 per week to operate from the first full pay period to commence on or after 1 July 2018.
- (viii) The Award in column (c) of Table 1 of Part B provides for a 2.5% increase in rates of pay with a minimum payment of \$22.30 per week to operate from the first full pay period to commence on or after 1 July 2019.
- (ix) The increases in rates of pay provided by this Award shall apply to the rates of pay in employer's salary system.
- (x) The increases granted by this Award may be absorbed into enterprise increases granted since 29 May 1991 exceeding any award increases since that date, that is an \$8 safety net adjustment and increases of 6%, 2.5%, 2.5%, 3.5%, 3.25%, 3.25%, 2.7%, 3.3%, 3.25%, 3.25%, 4.0%, 3.5%, 3%, 3.2%, 3.2%, 3.2%, 2.6%, 2.15%, 3.25%, 3.25%, 2.6%, 2.7% and 2.8% provided that the following increases shall not be absorbed:
 - (a) placement or progression within the employer's salary system;
 - (b) increases in hours of work; and
 - (c) incorporation of penalty rates and shift or other allowances into the employee's rate of pay.

- (xi) In agreeing to increases in rates of pay for the term of this Award, the parties recognise that employers and employees have and shall continue to engage in enterprise bargaining.

PART B

MONETARY RATES - TABLE 1

CLAUSE 6- RATES OF PAY

Band/Level	(a) Rate Per Week First Pay Period 01/07/17 \$	(b) Rate Per Week First Pay Period 01/07/18 \$	(c) Rate Per Week First Pay Period 01/07/19 \$
Operational Band 1			
Level 1 (Juniors and Trainees)			
T1 at 15 years of age	390.00	399.80	409.80
T2 at 16 years of age	486.70	498.90	511.40
T3 at 17 years of age	572.60	586.90	601.60
T4 at 18 years of age or over or HSC	669.40	686.10	703.30
T5	766.70	785.90	805.50
T6	827.70	848.40	869.60
T7	868.40	890.10	912.40
T8	910.20	933.00	956.30
T9	952.20	976.00	1000.40
T10	995.50	1020.40	1045.90
Level 2	814.10	835.90	858.20
Level 3	870.00	891.80	914.10
Level 4	962.80	986.90	1011.60
Administrative/Technical/Trades Band 2			
Level 1	952.20	976.00	1000.40
Level 2	1091.90	1119.20	1147.10
Level 3	1306.80	1339.50	1373.00
Professional/Specialist Band 3			
Level 1	1091.90	1119.20	1147.20
Level 2	1306.80	1339.50	1373.00
Level 3	1521.70	1559.70	1598.70
Level 4	1844.90	1891.00	1938.30
Executive Band 4			
Level 1	1736.90	1780.30	1824.80
Level 2	2167.40	2221.60	2277.10
Level 3	2704.90	2772.50	2841.80
Level 4	3242.20	3323.30	3406.40

Note: T stands for Trainee

CLAUSE 30E (XII) - TRAINEESHIP WAGE RATES

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	332.80	366.50	436.50
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years	436.60	508.10	591.30
Plus 3 years	508.10	591.30	677.00
Plus 4 years	591.30	677.00	
Plus 5 years or more	677.00		

MONETARY RATES

TABLE 2 ALLOWANCES

	First Pay Period 01/07/17 \$	First Pay Period 01/07/18 \$	First Pay Period 13/07/18 \$	First Pay Period 01/07/19 \$	
Clause 15(i) Level 1 Adverse Working Conditions Allowance	0.41p.h. or 15.40p.w.	0.42p.h. or 15.80p.w.	0.42p.h. or 15.80p.w.	0.43p.h. or 16.20p.w.	
Clause 15(ii) Level 2 Adverse Working Conditions Allowance	1.07p.h. or 40.70p.w.	1.10p.h. or 41.70p.w.	1.10p.h. or 41.70p.w.	1.13p.h. or 42.70p.w.	
Clause 15(iii) Sewer Chokes	8.77p.s.	8.99p.s.	8.99p.s.	9.21p.s.	
Clause 15(vi)(a) Tool Allowances					First Pay Period 31/10/19 \$
Bricklayer	22.00p.w.	22.00p.w.	22.00p.w.	22.00p.w.	23.50p.w.
Carpenter & Plumber	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.	32.90p.w.
Metal & Mechanical Trades	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.	32.90p.w.
Painter & Signwriter	7.50p.w.	7.50p.w.	7.50p.w.	7.50p.w.	8.00p.w.
Plasterer	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.	32.90p.w.
Clause 15 (vi)(d) Insurance Value	1790.00p.a	1790.10p.a	1790.10p.a.	1790.10p.a	1,907.10p.a
Clause 15(x)(f) Travelling Allowances					
3 - 10 km	4.93p.j.	5.05p.j.	5.05p.j.	5.18p.j.	
11 - 20 km	7.80p.j.	8.00p.j.	8.00p.j.	8.20p.j.	
21 - 33 km	11.30p.j.	11.58p.j.	11.58p.j.	11.87p.j.	
34 - 50 km	17.29p.j.	17.72p.j.	17.72p.j.	18.16p.j.	
Each additional 10kms	4.65p.j.	4.77p.j.	4.77p.j.	4.89p.j.	
Clause 15(x)(j) Vehicle Allowance (cents per km)					
Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.	0.68p.km.	
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.	0.78p.km.	
Clause 15(xi)(a) Camping Allowance	58.00p.n.	63.00p.n.	63.00p.n.	67.55p.n.	
Clause 15 (xii)(a) Community Language Allowance	21.80p.w.	22.30p.w.	22.30p.w.	22.90p.w.	
Clause 15(xiii)(a) First Aid Allowance	14.70p.w.	15.10p.w.	15.10p.w.	15.50p.w.	
Clause 15(xiv) Meal Allowance	15.14	15.14	15.45	15.94	
Clause 15(xv) Civil Liability Allowance (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%	3.5%	
Clause 16A(i) Vehicle Allowances (cents per km)					
(a) Under 2.5 litres	0.68p.km.	0.68p.km	0.68p.km	0.68p.km	

2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.	0.78p.km.	
(b) Minimum quarterly payment	2145.00	2145.00	2145.00	2145.00	
Clause 19C (iii) On Call Allowance - on ordinary working days	19.33p.d.	19.81p.d.	19.81p.d.	20.31p.d.	
Clause 19C (iv) On Call Allowance - on other days	37.84p.d.	38.79p.d.	38.79p.d.	39.76p.d.	
Clause 19C (v) On Call Allowance - maximum per week	172.40p.w.	176.70p.w.	176.70p.w.	181.10p.w.	
Clause 40(vi) Job Search Allowance	2558.80	2622.80	2622.80	2688.40	
Clause 42(iv) Savings and Transitional					

Key:

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

SCHEDULE 1

MINIMUM STANDARDS OF CARAVAN ACCOMMODATION TO BE PROVIDED TO EMPLOYEES REQUIRED TO CAMP OUT

Where employees camp out the employer shall provide suitable caravan accommodation for the employees concerned in accordance with the following minimum standards:

- (a) Caravans shall be of such size as to provide adequate space for each employee and no more than two employees should be accommodated in any one caravan.
- (b) The walls and ceilings of the caravan shall be of sound construction and shall be insulated. Fly screen doors and windows shall be fitted and all openings adequately sealed against dust and/or weather conditions. Adequate steps shall be provided at each door.
- (c) The floor is to be covered with vinyl tiles, linoleum or other acceptable standard floor covering.
- (d) Reverse cycle or refrigerated air conditioning or other agreed cooling device and/or heater shall be provided in each caravan and shall be appropriately maintained.
- (e) Two separately located suitable bedding shall be provided together with suitable mattresses.
- (f) A fixed separate table shall be provided with two separate seats and brackets so as to provide for the taking of meals comfortably.
- (g) A wardrobe shall be provided for each employee, ensuring adequate clothes hanging space, fitted with shelf.
- (h) A personal bed locker shall be located at each bed. This shall consist of at least one shelf and door.
- (i) Each camp shall be supplied with an electric generator or other suitable power source that is of the low decibel type and the generator shall be housed in such a manner so as to provide for noise insulation. The generator shall be sufficiently powerful so as to service each appliance that is within or is associated with the use of the van. Generators shall be appropriately maintained.
- (j) Adequate electric lighting shall be installed in the caravan and sufficient external lighting shall be provided so as to allow for safe access to toilet facilities and vehicles.

- (k) Each caravan shall be equipped with a suitable refrigerator; a stovette with two burners and a griller and, where such stovette is an l.p.g. stovette, shall be fitted with safety tap. A sink with basin pump connected to a storage water tank of sufficient capacity shall be provided. The water tank shall have an external tap. An adequate supply of cool drinking water shall be provided.
- (l) A food and utensils storage cabinet suitably equipped with pots, pans and kettle and sufficient bench space shall be provided to allow for the preparation of meals.
- (m) Showering facilities shall be included in the caravan. Each shower cubicle shall be provided with a shower curtain and rod, soap holder, hot and cold water and non-slip floor. Soap and other suitable cleaning agents shall be provided for employees taking showers, such cleaning agents should be of a type that will safely remove an unwanted substance with which the employee has come in contact. Adequate lighting and ventilation shall be provided in the shower area.
- (n) The carrying and storage of fuel and employer stores within the internal frame of the caravan will not be permitted under any circumstances. Employers shall provide for the safe keeping of employees tool kits and personal belongings, including when employees are off the site. Provision shall be made to allow for safe storage of hand tools and other equipment during meal and other breaks.
- (o) Kerosene heating, cooking and/or lighting are not considered to be suitable facilities.
- (p) Suitable cleaning equipment shall be provided together with storage facilities for such equipment.
- (q) Access to and egress from all amenities shall be kept clear at all times.
- (r)
 - (i) Garbage bins, which are vermin/fly proof with secure lids shall be provided together with removable and sealable bin liners.
 - (ii) Adequate toilet facilities shall be provided and positioned to provide privacy and so as to preclude odours reaching meal and/or accommodation facilities.
- (s) Washing facilities shall be provided under cover and an adequate supply of soap and paper towels shall be provided and replaced as needed. A vermin/fly proof garbage bin with removable liner and secure lid shall be provided in the vicinity of the washing facilities and emptied when necessary.
- (t) Caravans shall be regularly inspected for maintenance purposes and a record book kept by employer indicating the age of the vans and maintenance work carried out on the vans.

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(Case No. 196478 of 2019)

Before Chief Commissioner Kite

25 July 2019

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti-Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims
12.	Review of Award

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 28 November 2018 (Vol. 383 I.G. 764).
- (c) This award shall take effect on and from 1 July 2019 and the award will remain in force until 30 June 2020.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the relevant Department Head.

3A. Part Time Work

- (a) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (b) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (c) A part time staff member is to work contract hours less than full-time hours.
- (d) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Before commencing part time work, the Department Head and the staff member must agree upon the hours to be worked by the staff member, the days upon which they will be worked,
- (f) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (g) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (h) An employee may request, but not require, a part time staff member to work additional hours. For the time worked in excess of the staff member's usual hour and up to the normal full-time hours for the classification, part time staff members will be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, all employees, both full time and part time shall be paid the all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's 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 extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.

- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a)
 - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
 - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The relevant department head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the relevant Department Head considers that appropriate given the requirements of the department.

The relevant Department Head shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.
- (b) All Reporting Staff working part time, or under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51 and 51A of the Crown Employees (Parliament House Conditions of Employment) Award 2015 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

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

- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. 'relative' means - person related to blood, marriage or affinity;
 2. 'affinity' means - 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.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) 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 as defined in subclause 7.1 Definitions of this clause.

- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The relevant Department Head may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

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

- (g) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and 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 absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, 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.
- (b) 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 during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The relevant Department Head may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and

- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

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 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

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and the relevant Department Head and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the relevant Department Head will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. No Extra Claims

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 Parliamentary Reporting Staff (Salaries) Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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.

12. Review of Award

The parties agree that, during the term of this Award, they will commit to reviewing this award to ensure it meets the contemporary requirements of the Hansard service, and to ensure safe working conditions exist for Parliamentary Reporting Staff.

PART B

MONETARY RATES

Table 1 - Salaries effective from the first full pay period after:

Classification	1 July 2018 \$	1 July 2019 \$
Reporter		
1st year of service	93,848	96,194
2nd year of service	97,617	100,057
3rd year of service	102,752	105,321
4th year of service	107,005	109,680
5th year of service	110,083	112,835

Senior Reporter	113,349	116,183
Sub Editor	122,109	125,162
Senior Sub Editor	129,383	132,618
Deputy Editor	137,351	140,785

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2018 \$	1 July 2019 \$
18,924	19,397

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PLANNING OFFICERS) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 134129 of 2019)

Before Chief Commissioner Kite

23 July 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions - General
3.	General Conditions of Employment
4.	Classifications and Salary Structures
5.	Working Hours
6.	Flex Leave
7.	Appeals Mechanism - Soft Barrier
8.	Anti-Discrimination
9.	Grievance and Dispute Resolution Procedures
10.	Savings of Rights
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

ANNEXURE A

Flexible Working Hours Agreement 2016

PART A

1. Title

This Award will be known as the Crown Employees (Planning Officers) Award 2016.

2. Definitions - General

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

"Award" means the Crown Employees (Planning Officers) Award 2016.

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

"Common Salary Point (CSP)" means the salary points summarised under the CE (Public Service - Salaries) Award

"Department" means the NSW Department of Planning, Industry and Environment.

"Director" means an employee of the Department with management responsibilities for a region, branch, unit or discrete group of people, who has delegation, as determined from time to time, to perform some the functions of the Industrial Relations Secretary.

"Director, Human Resources" means the person in charge of the Human Resource function of the Department.

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Executive Director" means a Senior Executive employee of the Department with significant management responsibilities, heading up a division of the Department, who has delegation, as determined from time to time, to perform the functions of the Industrial Relations Secretary.

"Hard Barrier" means a barrier to a higher level within a classification that can only be accessed by merit through a competitive selection process.

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

"Normal Work" for the purposes of clause 9, Grievance and Dispute Resolution Procedures of this Award, means the work carried out in accordance with the employee's role or role description at the location where the employee was employed, at the time the grievance or dispute was notified by the employee.

"Planning Officer or PO" means a person employed on an ongoing or temporary basis in the Department either as a full-time or part-time employee, in any capacity under the provisions Part 4 of the Act, performing those professional planning including employees on probation. This does not include the Secretary, statutory appointees or Senior Executive employees as defined under the Act.

"Role" means a role pursuant to Part 1, Section 3(1) of the *Government Sector Employment Act 2013*.

"Salary Rates" means the ordinary time rate of pay for the employees grading excluding shift allowance, weekend penalties and all other allowances not regarded as salary.

"Secretary" means the Department Head of the Department as listed in Part 1, Schedule 1 Public Service Agencies, of the Act.

"Soft Barrier" means an identified progression requirement (as distinct from normal incremental progression) to move from one year to the next within the same level. This progression is not automatic but based on meeting specific performance or skill competency requirements as set out in this Award.

"Student Planner" means a person temporarily employed in the Department either as a full-time or part-time employee, in any capacity under the provisions of Part 4 of the Act and performing student planning functions. The student planner must be currently enrolled in university and studying a relevant degree or discipline.

"Supervisor" means an employee of the Department with supervisory responsibilities who has delegation, as determined from time to time, to perform the functions of the Secretary.

3. General Conditions of Employment

3.1 Except as otherwise provided by this Award the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 will apply.

3.2 The following awards and agreements will continue to apply to employees covered by this Award:

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Sector - Salaries 2019) Award or an award replacing it.

- 3.3 Conditions of employment other than those fixed by this Award are determined by the Act and the Government Sector Employment Regulation 2014.

4. Classifications and Salary Structures

- 4.1 All Planning Officers (Professional) will be paid in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any award replacing it. The salary rates applicable to classifications identified in this award are duplicated in Table 1 - Salaries in Part B of this Award.

- 4.2 Employees known as Planning Officers (Professional) will have a title that reflects their functional responsibility as shown in sub-clauses 4.5 and 4.12 of this clause.

- 4.3 No employee is to be disadvantaged by the application of this Award.

- 4.4 Increments

Incremental progression for all employees will be subject to a satisfactory performance report recommending progression other than for soft barrier progression where set criteria as detailed in this Award need to be satisfied.

- 4.5 Planning Officer (Professional), Levels 1(a) and 1(b)

4.5.1 The Planning Officer (Professional) classification and salary structure replaces the former Town Planner/Specialist and Legal Officer classifications for those employees performing planning functions under this Award.

4.5.2 Employees eligible to be assigned to a role as a Planning Officer (Professional)

Assignment to a role in the Planning Officer (Professional) classification requires a university degree qualification or a qualification deemed by the Secretary to be equivalent except as otherwise specified in sub-paragraphs (a), (b) and (c) of this subclause.

- (a) Employees working directly in property and development activities must have 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.
- (b) Roles with special requirements such as Aboriginality may not require a degree qualification.
- (c) Employees already assigned to a Planning Officer role on an ongoing basis do not have to satisfy the tertiary qualification criterion when applying for other Planning Officer roles.

- 4.6 Planning Officer (Professional) Level 1(a)

4.6.1 Roles may be established as Level 1(a) and where so established assignment to role to Level 1(a) will be through competitive selection.

4.6.2 Planning Officer (Professional) Level 1 is an entry level classification.

4.6.3 When Level 1(a) Planning Officers are directed to perform work commensurate with Level 1(b) due to absences or some other reason, they may be paid at the appropriate higher rate by way of an allowance for Temporary Assignment to a Higher Role under Division 4, Clause 20, Government Sector Employment Regulation 2014.

- 4.7 Planning Officer (Professional) Level 1(b)

4.7.1 Roles may be established as Level 1(b) and where so established assignment to role to Level 1(b) will be through competitive selection.

4.7.2 A soft barrier progression from Level 1(a) Year 5 to Level 1(b), Year 1, is for the purpose of 'grand fathering' remaining substantive roles. Where the employee was assigned as a Planning Officer (Professional) Level 1, Year 1 - 9 (whether before or after the introduction of Level 1(a) and Level 1(b)) progression will be conditional on the Secretary being satisfied that the employee has been employed at Level 1 Year 5 or Level 1(a) Year 5 for at least twelve (12) months and has demonstrated competency in three or more of the following criteria:

- (i) The ability to work independently and without regular supervision; and/or
- (ii) Good communication skills; and/or
- (iii) Well developed specialist or other skills; and/or
- (iv) Project management skills; and/or
- (v) The ability to provide high quality advice; and
- (vi) The demonstrated ability to identify issues and provide practical options.

4.8 Planning Officer (Professional) Level 2

Roles may be established as Level 2 and assignment to a role or progression to Level 2 will be through competitive selection (hard barrier)

4.9 Planning Officer (Professional) Level 3

4.9.1 Roles may be established as Level 3 and assignment to role or progression to Level 3 will be through competitive selection. (hard barrier)

4.9.2 Progression to Level 3, Year 4 (soft barrier) requires the Secretary being satisfied that the employee has been employed at Level 3, Year 3 for a period of twelve (12) months and has demonstrated competency in three or more of the following criteria:

- (i) Management of employees; and/or
- (ii) Strategic policy/program development and implementation; and/or
- (iii) Representing the Department on substantial matters; and/or
- (iv) Project/program management skills; and/or
- (v) Relevant technical skills.

4.10 Planning Officer (Professional) Level 4

Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection (hard barrier).

4.11 Planning Officer (Professional) Level 5

Roles may be established as Level 4 and assignment to a role or progression to Level 4 will be through competitive selection (hard barrier).

4.12 Student Planners

The commencing salary rate for an employee appointed as a Student Planner will normally be Year 1 of the Student Planner salary rates set out in Table 1 - Salaries of Part B, Monetary Rates of this Award.

5. Working Hours

- 5.1 These conditions will be determined and may be varied by local arrangement in terms of clause 10 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. Working hours of Planning Officers under clause 4 of this Award will be covered by the Department's Flexible Working Hours Agreement 2016 or its successor.
- 5.2 An employee, if directed to work or travel outside the usual hours of duty may be entitled to the 'Overtime' provisions or the 'Excess travelling time' provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 5.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, out of hours client demands, and the personal circumstances of employees of the Department.
- 5.4 Flexible working hours will only be available on the condition that an adequate service is maintained at all times. Services provided by the Department will not be withdrawn to accommodate the absence of employees under any flexible working hours arrangements.
- 5.5 At all times, the business needs of the Department must have priority.

6. Flex Leave

The Flexible leave entitlements in Appendix A to this Award have been developed in recognition of the additional hours worked to meet the needs of the Department. Hours worked and flex leave taken are at the convenience of both the Department and the employee. The working hours of employees are those prescribed in the NSW Department of Planning, Industry and Environment Flexible Working Hours Agreement 2016.

7. Appeals Mechanism - Soft Barrier

- 7.1 An employee has the right to appeal any decision made by the Department in relation to a soft barrier progression under the provisions of this Award.
- 7.2 Employees will submit a written submission outlining their case to the Director, Human Resources within 28 days of the written notification of the decision.
- 7.3 The Director, Human Resources or their delegate will convene and chair an appeals committee made up of (in addition to the convenor) one Management representative who was not a party to the decision, one representative nominated by the Association and one peer who is acceptable to both Management and the Association.
- 7.4 The appeal will be heard within 28 days of the submission being lodged and the recommendation of the committee will be forwarded to the Secretary or delegate for approval.
- 7.5 The decision of the Secretary or delegate will be forwarded to the employee concerned within seven (7) working days of the appeal being heard.
- 7.6 This appeals mechanism does not cover matters that are properly dealt with by the NSW Industrial Relations Commission or the Department's grievance handling policy.
- 7.7 In the event the appeal committee cannot reach a majority decision the matter will be decided by the Secretary or delegate.

8. Anti-Discrimination

- 8.1 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, responsibilities as a carer.

- 8.2 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.
- 8.3 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.
- 8.4 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 less than 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.
- 8.5 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.
- 8.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 8.7 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."

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 9.2 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.
- 9.3 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 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.
- 9.4 The immediate manager, or other appropriate employee, 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 their attention.
- 9.5 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.
- 9.6 The Secretary may refer the matter to the Industrial Relations Secretary for consideration.

- 9.7 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Secretary may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and, Industrial Relations Secretary shall agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work 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.

10. Savings of Rights

- 10.1 At the time of the making of this Award no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 10.2 Should there be a variation to the Crown Employees (Public Sector - Salaries 2019) Award or an Award replacing that Award employees of the Department will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

11. Area, Incidence and Duration

- 11.1 This Award shall apply to those employees of the NSW Department of Planning, Industry and Environment employed in classifications as listed in clause 4, Classification and Salary Structures of the Award.
- 11.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Planning Officers) Award 2016 published 21 October 2016 (380 I.G. 1277), as varied.
- 11.3 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 23 July 2019.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out in Part B, Table 1 are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2019) Award or any award replacing it.

Operative from the beginning of the first pay period to commence on or after 1.7.2019.

Classification		1 July 2019 Per Annum \$
Student Planner		2.5%
Year 1	CSP 23	\$52,810
Year 2	CSP 28	\$55,102
Year 3	CSP 32	\$57,141
Year 4	CSP 40	\$61,399
PLANNING OFFICER (PROFESSIONAL) - Level 1(a)		
Year 1	CSP 59	\$73,176
Year 2	CSP 69	\$80,795
Year 3	CSP 76	\$86,430
Year 4	CSP 80	\$89,855
Year 5	CSP 84	\$93,349
Soft barrier progression (clause 4.7.2)		
PLANNING OFFICER (PROFESSIONAL) - Level 1(b)		
Year 1	CSP 90	\$73,176
Year 2	CSP 94	\$80,795
Year 3	CSP 97	\$86,430
Year 4	-	\$89,855
PLANNING OFFICER (PROFESSIONAL) - Level 2		
Year 1	CSP 108	\$118,507
Year 2	-	\$121,943
Year 3	CSP115	\$126,843
PLANNING OFFICER (PROFESSIONAL) - Level 3		
Year 1	CSP 117	129,360
Year 2	-	134,784
Year 3	CSP 124	138,830
Soft barrier progression (clause 4.9.2)		
Year 4	CSP 128	144,871
Year 5	-	150,647
PLANNING OFFICER (PROFESSIONAL) - Level 4		
Year 1	-	\$166,088
Year 2	-	\$173,046
Year 3	-	\$180,145
PLANNING OFFICER (PROFESSIONAL) - Level 5		
Year 1	-	\$189,706
Year 2	-	\$194,427

APPENDIX A

FLEXIBLE WORKING HOURS AGREEMENT 2016

NSW DEPARTMENT OF PLANNING, INDUSTRY AND ENVIRONMENT

1. Title of the Agreement

This Agreement shall be known as the NSW Department of Planning, Industry and Environment Flexible Working Hours Agreement 2016.

2. Arrangements

Clause No. Subject Matter

1. Title of the Agreement

2. Arrangements
3. Definitions
4. Parties
5. Area, incidence, duration and purpose
6. Ordinary hours
7. Contract hours
8. Business hours
9. Staffing levels and rosters
10. Bandwidth
11. Core time
12. Varying hours of duty
13. Settlement period
14. Principles underlying flex leave and banking of accrued flex leave
15. Flex leave
16. Flex leave arrangements (Banking of flex leave)
17. Meal breaks
18. Accumulation, carry over and compensation for full-time employees
19. Pro-rata flex leave accumulations and carry over for part-time employees
20. Transfers
21. Breaches of flexible working hours arrangements
22. Termination of service
23. Grievance Management

3. Definitions

"The Department" means the NSW Department of Planning, Industry and Environment.

"Employees" means all employees employed under the *Government Sector Employment Act 2013* with the exception of those employed under Part 4, Division 4 - Public Service Senior Executives.

"Part-time employee" means any employee whose ordinary hours of work are less than 140 hours per settlement period.

"Flexible Working Hours" - for the purposes of this Agreement, flexible working hours hereinafter referred to as flex time, is a system of attendance at an office or worksites of the Department within which an individual employee may select their starting and finishing time on each normal working day, subject to the concurrence of the Department, and in accordance with conditions set out in this Agreement.

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

"Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

4. Parties

The parties to this Agreement are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales;
- (ii) The NSW Department of Planning, Industry and Environment
- (iii) The Industrial Relations Secretary

The parties shall co-operate in the monitoring of the operation of the Agreement by bringing identified operational and administrative problems, and any matters which cannot be resolved in the first instance at the workplace level, to the Department's Joint Consultative Committee.

5. Area, Incidence, Duration and Purpose

This Agreement is made pursuant to clause 10, Local Arrangements of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, with the approval of the Industrial Relations Secretary, between the NSW Department of Planning and Environment on the one part, and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales on the other part.

It replaces in part clause 11, Working Hours, of the Award. Unless otherwise stated in this Agreement, any remaining provisions of clause 11 of the aforementioned Award remain unaffected by this Agreement and shall continue to apply for the nominal term. To the extent that any part of this Agreement conflicts with clause 11, this Agreement will prevail. This Agreement is to be read in conjunction with clauses 5 and 6 of the Crown Employees (Planning Officers) Award 2016.

The Agreement shall take effect on and from 7th day of July 2008 and shall remain in force for a period of twenty four months unless varied or terminated by consent earlier. The Agreement shall continue to operate after the termination date unless varied by consent, or terminated by the provision of 3 months' notice by either party.

The parties to this Agreement are committed to the facilitation of an equitable arrangement for all employees employed by the Department to access, and utilise accumulated credit hours over and above their contract hours, as far as practicable, and arrange for the equitable administration of this Agreement throughout the Department.

The Department will endeavour to ensure that staffing levels and work rosters are adequate to ensure that employees have access to the provisions of the Agreement. The Union shall ensure that employees co-operate by working within the operational requirements of the Department.

6. Ordinary Hours

For employees employed under the *Government Sector Employment Act 2013* the ordinary working hours for:

- (i) Full-time employees are 7 hours per day, 35 hours per week (140 hours per 4 week settlement period).
- (ii) Part-time employees will be set out in their part-time arrangements. (These arrangements are agreed to and documented.)

Employees who do not wish to work additional hours will suffer no discrimination or disadvantage.

7. Contract Hours

Contract hours are the minimum hours for which an employee would be required to be on duty during a settlement period. For the purposes of this Agreement the minimum contract hours required of a full-time employee for a settlement period shall be 140 hours. Contract hours for part-time employees will be set out in their documented part-time arrangements.

8. Business Hours

Business hours are the span of hours during which the Department offices are open to members of the public, normally 9:30 am to 4:30 pm.

9. Staffing Levels and Rosters

- (i) The Department will ensure, and the Union shall co-operate in the necessary arrangements, that adequate staffing levels are maintained during business hours to ensure a full range of client services are available during business hours.

- (ii) Managers and employees in individual offices or work sites of the Department may negotiate a roster system to ensure the equitable management of the flex time and/or flex leave system, so that no individual employee is disadvantaged in anyway in relation to the operation of this Agreement.
- (iii) Where formal roster arrangements are introduced or are already in operation, those roster arrangements, and the operation of the roster, shall be negotiated between the responsible manager or supervisor and the employees concerned. Employees involved may request a Union delegate to assist with the negotiation of roster arrangements, if required.
- (iv) As far as practicable a timetable for roster arrangements, and operation of the roster for a period of three (3) months or more should be negotiated.

10. Bandwidth

- (i) The bandwidth (span of hours) operating during the term of this Agreement for normal working days shall be between the hours of 7:00 am and 6:30 pm.
- (ii) The bandwidth may be varied by agreement with the appropriate director and the employee in a particular workgroup, unit, branch, region or directorate to suit operational, climatic needs or with specific individuals to assist with care responsibilities or other needs.
- (iii) An employee may select their starting and finishing times within the bandwidth subject to core time provisions and the Department's concurrence.
- (iv) Any time worked during a settlement period before or after the bandwidth, unless otherwise stated in this Agreement, shall not be credited to the employee in any calculation of accumulated credit hours.
- (v) An employee who, for personal or family circumstances wishes to work outside the bandwidth or core time stated in Clause 11 on either a temporary or ongoing arrangement shall apply to the appropriate executive director or director, in writing, for approval. Such arrangements made at the employee's request, will not attract any additional penalty rate payment.

11. Core Time

Core time is that period of the working day when all employees are required to be on duty unless on lunch break or approved leave.

The standard core time which will apply to all employees is 9:30 am to 3:30 pm.

Whilst employees need to attend the workplace only between 9:30 am and 3:30 pm, managers/supervisors and employees may negotiate a roster system to ensure equitable management of adequate employee levels during office hours to ensure a full range of client services are available during business hours (stipulated in Clause 8) and as stated in Clause 9 of this Agreement which provides for staffing levels and rosters.

Rosters should be reviewed at three (3) monthly intervals or at the request of individual employees.

In recognising that employees may need to meet their care responsibilities or other needs as well as the operational needs of the Department, any variation must be approved by branch managers. Approvals should be written and are to be reviewed every six (6) months or earlier at the request of the employee.

12. Varying Hours of Duties

Where an employee as a result of their care responsibilities, or urgent personal reasons is unable to observe the general hours operating in the Department, the employee may request a variation to their hours of attendance on a one off, short or long term subject to the following:

- (i) the variation does not adversely affect the operational requirements;
- (ii) variation in hours are the result of consultation between a manager and an employee;
- (iii) flexitime debit or credit hours are met at the end of the settlement period where applicable;
- (iv) ongoing arrangements are documented;
- (v) no overtime or meal allowances are made to an employee as a result of an agreement to vary the hours;
- (vi) a lunch break of one hour is available to an employee, unless an employee elects to reduce the break to not less than thirty (30) minutes; and
- (vii) the variation is approved by the manager.

13. Settlement Period

The 4 week period in which time is recorded commences on a Monday and concludes on a Friday.

14. Principles Underlying Flex Leave and Banking of Accrued Flex Leave

- (i) The parties to this Agreement acknowledge that there is a need for the manager or supervisor and employees to plan work. Tools such as a performance management system help with the planning of work. Managers and supervisors in consultation with employees, need to plan the hours to be worked in a settlement period, the flex leave to be taken in a settlement period, and the estimated additional paid hours of work in a particular settlement period.
- (ii) In planning working hours, account will be taken of past working hours and arrangements and agreement by the employee/workgroup, manager or supervisor on the estimated time required to satisfactorily undertake prescribed duties. Planning for these tasks shall be on a regular basis, and any significant variation in estimated time shall be identified by either the manager or employee and the plan jointly revised.
- (iii) All significant variations to the agreed estimated time to satisfactorily undertake prescribed duties shall be agreed between the employee and manager prior to the time being worked.

15. Flex Leave

- (i) All flex leave granted shall be at the convenience of the Department and the requirements of the Department's clients and the public. Requests for flex leave should be discussed and negotiated between an employee and their supervisor, reasonable notice should be given and their supervisor's approval obtained prior to proceeding on flex leave. This includes flex leave taken during transport disruptions or other emergencies.
- (ii) Flex leave may be taken as two (2) full days or four (4) half days or a combination of full and half days to a maximum of two days during a settlement period.
- (iii) It is not necessary for an employee to have a credit balance when taking flex leave.
- (iv) An employee working under an agreed roster may be rostered to take a flex leave entitlement on an identified normal working day, or days, during the roster period.
- (v) Flex leave may be taken immediately before, and/or after, a period of recreation leave and any other form of approved paid leave.
- (vi) Flex leave may be taken on consecutive working days, irrespective of whether these days are in different settlement periods.

- (vii) An employee may be requested by their manager to take flex leave if the maximum credit accrual is likely to be exceeded during or by the end of a settlement period.
- (viii) An employee will not be able to access banked flex days in instances whereby their recreation balance exceeds forty (40) days.

16. Flex Leave Arrangements - Banking of Flex Leave

In a number of instances workload demands will require employees to work long hours thus accruing significant extra flex credits. In order to achieve some compensation for employees who work extra hours, the following provision for the banking of flex leave will apply: These instances could include but are not necessarily limited to, budgeting, business planning, end of financial year, and emergency service activities.

- (i) Prior agreement on workload constraints should be reached between the employee and manager or supervisor in order for the employee to bank a flex day.
- (ii) Where workload demands have prevented an employee from taking flex leave (as provided for in Clause 15 (ii)) an employee may apply to bank the flex leave that was not taken - either a full or half day. The remaining hours of credit should be added to the normal flex credit.
- (iii) An employee does not have to be in credit to bank flex leave. When banking a full day flex leave an employee must not be more than three hours in debit. When banking a half day flex an employee must not be more than six and a half (6 1/2) hours in debit at the end of the settlement period. That is, the total debit may not exceed ten (10) hours.
- (iv) All flex leave banked is required to be in half or full days, subject to clause (ii) above.
- (v) Up to two (2) flex days may be accrued and banked per settlement period. Subject to clause (ii) above.
- (vi) An employee may bank up to a maximum of five (5) days (thirty-five (35) hours), which can be taken at a mutually convenient time, if the employee's recreation balance is less than forty (40) days.
- (vii) Banked flex leave can be taken in conjunction with other forms of approved paid leave.
- (viii) In addition to the entitlements under Clause 17.3.3 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, any banked flexi leave may be taken during transport disruptions or other emergencies.

17. Meal Breaks

- (i) An employee shall be required to take a meal break not more than five (5) hours after commencing work, or before 2:00 pm. whichever is the earlier.
- (ii) An employee shall be entitled to a meal break of one (1) hour. Consultation with a manager/supervisor is necessary for a meal break in excess of this time.
- (iii) The minimum meal break permitted is thirty (30) minutes.
- (iv) The maximum meal break permitted is two and half (2 1/2) hours during the span of 11:30 am to 2:30 pm.

18. Accumulation and Carry Over for Full-Time Employees

- (i) An employee may accumulate credit or debit hours throughout a settlement period, and carry forward credit and debit hours between settlement periods provided that at the end of a settlement period the number of credit hours does not exceed ten (10) hours or debit hours does not exceed ten (10) hours.

- (ii) When an employee's accumulation of debit hours exceeds ten (10) hours at the end of a settlement period, the excess debit hours shall be debited against any banked flex leave, or if none is available, accrued recreation leave, or if no such leave is available, debited as leave without pay.
- (iii) When an employee's accumulation of credit hours exceeds ten (10) hours at the end of a settlement period, the excess credit hours may be banked subject to Clause 16 above. Where the employee already has thirty five (35) hour banked any additional hours will be forfeited.
- (iv) The Department shall make every effort to ensure that an employee does not consistently forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexi leave being refused.

19. Pro-Rata Flex Leave Accumulation and Carry Over for Part-Time Employees

- (i) An employee who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under this Agreement.

Example: An employee who works twenty eight (28) hours per week would be entitled to accumulate a maximum credit or debit of eight (8) hours at the end of the settlement period i.e. normal carry - normal hours x actual hours $(10/35 \times 28) = 8$.

- (ii) Contract hours for an employee working under a part-time Agreement shall be calculated on the total number of agreed hours to be worked in a settlement period.

Example: An employee who works twenty-one (21) hours per week - their contract hours will be eighty-four (84) hours per settlement period i.e. actual hours worked x 4 $(21 \times 4) = 84$.

- (iii) An employee who elects to change from full-time to part-time work, by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for flex leave from this accumulated credit hour balance carry over shall be calculated on the basis of full-time work until exhausted.
- (iv) An employee who changes from part-time to full-time employment by agreement may be permitted to exhaust accumulated flex leave entitlements prior to commencing full-time work, or carry over the entitlement, which continues until exhausted.
- (v) A part-time employee working under flexible working hours arrangements may be entitled to up to two (2) full days or four (4) half days or a combination of full and half days to a maximum of two (2) days during a settlement period with the approval of their manager. The flex leave to cover the flex absence/s is the actual time absent from work.

Example: An employee who works twenty-eight (28) hours per week - i.e. seven (7) hours per day, four (4) days a week, the flex leave entitlement to cover one (1) days flex leave is seven (7) hours.

20. Transfers

An employee of the Department who transfers to another Department may transfer only ten (10) accumulated credit hours, if an employee has in excess of ten (10) hours an effort should be made to take the appropriate flex leave prior to transferring in order to reduce excess credit.

21. Breaches of Flexible Working Hours Arrangements

The Executive Directors, or Directors may only direct an employee to work standard hours where it is proven the employee has breached a provision of this Agreement, the remaining operative sub-clauses of clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award or an

established administrative arrangement of the Department in connection with the operation of flexible working hours which was in operation at the time this Agreement was made.

22. Termination of Employment

- (i) The Department shall ensure as far as practicable, that an employee is given the opportunity to eliminate accumulated credit hours, to the limits prescribed in Clause 18, by way of flex leave prior to the completion of their last day of employment with the Department through resignation or retirement.
- (ii) The Department shall debit an employee's accumulated recreation leave or extended leave (minimum of a quarter day), or monies owing, against debit hours accumulated by an employee at the completion of the last day of employment with the Department.

23. Grievance Management of the Flexible Working Agreement

Employees who are in conflict or have a grievance with the coverage of this Agreement should use the procedures identified in the Department's grievance handling policy.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PARKS AND GARDENS - HORTICULTURE AND RANGERS STAFF) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 134104 of 2019)

Before Chief Commissioner Kite

12 August 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification Standards
4.	Progression
5.	Appeals Mechanism
6.	Salaries
7.	Hours of Work
8.	Conditions of Employment
9.	Grievance and Dispute Settling Procedures
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Anti-Discrimination
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table A - Salaries

PART A

1. Title

This Award shall be known as the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016.

2. Definitions

"Administrative Unit" means the group of employees comprising (wholly or in part) or attached to a body, organisation or group specified in *Government Sector Employment Act* 2013. The units covered in this Award are the Botanic Gardens and Centennial Parklands, the Sydney Olympic Park Authority and the Parramatta Park and Western Sydney Parklands Trusts.

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

"Broad Banded Role" means a role whose grading, skills and range of duties extend beyond those defined for a single level and will occur in Levels 2 to 15 as determined by the Director.

"Director" means the Executive Director of the Botanic Gardens and Centennial Parklands, the Executive Director Parramatta Park Trust and the Chief Executive Officer of the Sydney Olympic Park Authority.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* as varied, or other appropriate Acts.

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

"Skills" means the appropriate qualifications, relevant experience, demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Director.

3. Classification Standards

3.1 For the purposes of this clause:

"Employee" means and includes employees as defined in clause 2 and special job creation and training program personnel.

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

3.2 A role falling within the scope of this Award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation system implemented in the Administrative Unit.

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

Level 1

Roles established at this level are to be used to accommodate employees employed for limited periods of time on special training programs. An employee assigned to a role established at Level 1 of this Award will:

- (a) work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) have, as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on-the-job training will be required; and
 - (ii) communicate with supervisors and peers;
- (c) be prepared to undertake the introductory technical and non-technical training modules.

Level 2

An employee assigned to a role established at Level 2 of this Award will:

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and

- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
 - (ii) communicate with supervisors and other employees; and/or
 - (iii) communicate non-technical information to the public.

Level 3

An employee assigned to a role established at Level 3 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) have completed the TAFE Horticultural Skills 2 technical training modules and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning and possess, if required, a current Class C driver's licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as chainsaws, soil mixing and pasteurising equipment, tractors, vehicles up to two tonnes, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) communicate with supervisors and other employees; and/or
 - (iii) communicate non-technical information to the public.

Level 4

An employee assigned to a role established at Level 4 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or in routine security or law enforcement procedures; and
- (b) have completed the TAFE Horticultural Skills 3 technical and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation); and/or
 - (ii) operate complex equipment requiring special licences or certificates (such as trucks over two tonnes, front-end loaders); and/or
 - (iii) perform routine security or law enforcement procedures (such as locking and unlocking of buildings, general ground patrol, cash escort); and
 - (iv) communicate with supervisors and other employees and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

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, or have the ability to undertake management of a stores area, or in routine security or law enforcement procedures; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning and possess the relevant licences, or have demonstrated experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level horticultural duties; and/or
 - (ii) maintain security or law enforcement in low risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) perform visitor service duties; and/or
 - (v) supervise apprentices;
 - (vi) communicate with supervisors and other employees; and/or
 - (vii) communicate semi-technical information to the public.

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 or stores management level and exercise initiative with regard to matters of minor complexity; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, 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 horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) maintain security or law enforcement in high risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) supervise apprentices and/or other employees; and
 - (v) communicate with supervisors and other employees; and/or
 - (vi) communicate semi-technical information to the public.

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 horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team 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.

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 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 horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of employees (normally more than 5 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.

Level 9

An employee assigned to a role established at Level 9 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) manage works programs or projects; and
 - (ii) supervise employees; and

- (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
- (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 10

An employee assigned to a role established at Level 10 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage several (normally up to five or more) work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical, organisational and project co-ordination and well developed supervisory skills required to:
 - (i) manage works programs or projects; and
 - (ii) supervise employees; and
 - (iii) be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 11

An employee assigned to a role established at Level 11 of this Award will:

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:
 - (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
 - (ii) supervise employees; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 12

An employee assigned to a role established at Level 12 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a small park or garden which has a small but varied plant collection and/or small turf management areas and related infrastructure, where management issues are of a minor complexity (such as low visitation and recreational demands, no or few lessees or licensees operating); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
 - (v) represent the organisation.

Level 13

An employee assigned to a role established at Level 13 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a park or garden which has either:
 - a large and diverse plant collection or large turf management areas and related infrastructure where management issues are of minor complexity (such as low visitation and recreational demands, a large number of lessees or licensees operating) or
 - a small but varied plant collection and/or small turf management areas where management issues are of considerable complexity (such as large visitation and recreational demands, a large number of lessees or licensees operating, or there is a high level of political sensitivity attached to the park or garden); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
 - (v) represent the organisation.

Level 14

An employee assigned to a role established at Level 14 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a large park or garden which has either:

a large and diverse collection of plants, where management issues are of some complexity (such as high visitation and recreational demands); or

a large number of simple lease and licence arrangements, and there is some political sensitivity attached to the park or garden; and

- (ii) approve works programs and projects and allocate resources and set priorities; and
- (iii) monitor performance against agreed standards, time frames and budgets; and
- (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
- (v) represent the organisation.

Level 15

An employee assigned to a role established at Level 15 of this Award will:

- (a) have a recognised trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security), or be able to demonstrate equivalent prior learning, so that they have the superior level of works organisation and management skills and relevant experience required to:
 - (i) manage the overall functions of a large park or garden which has a large and diverse collection of plants, where management issues are of considerable complexity (such as high visitation and recreational demands, large and complex lease or licence arrangements and there is a high level of political sensitivity attached to the park or garden); and
 - (ii) approve works programs and projects and allocate resources and set priorities; and
 - (iii) monitor performance against agreed standards, time frames and budgets; and
 - (iv) take overall responsibility for the employees in a park or garden, including supervision, motivation, training and development, and work health and safety strategies; and
 - (v) represent the organisation.

4. Progression

- 4.1 Assignment to vacant roles, other than progression through broad banded positions, shall be merit-based.
- 4.2 Progression through levels where there are broad banded roles established within Levels 2 to 15 shall be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 4.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded role shall normally be undertaken one month prior to the anniversary of the employee's assignment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Director.
- 4.4 The initial assessment shall be made by the employee's supervisor and reviewed by another more senior officer from the Administrative Unit. Once this has been undertaken the assessment is forwarded to the Director or the Director's nominee for approval. An Assessment Committee will be convened only in cases where the assessing officers recommend not to approve the employee's progression. In such cases the Assessment Committee will convene within one month of the assessing officer's decision and will

review the decision and make recommendations to the Director regarding the employee's suitability for progression.

- 4.5 Progression from Year 1 to Year 2 within levels shall be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Director or the Director's nominee. The assessment of the employee's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their assignment to their current level. The employee must be promptly notified in writing by the Director or the Director's nominee of any decision to defer payment of an increment.
- 4.6 An employee shall have the right of internal appeal to the Director on progression matters through the established grievance procedures as set out in clause 5 - Appeals Mechanism. If the matter cannot be resolved through this process, the employee may apply to the Director to appoint another Assessment Committee, whose representatives differ from the original committee, to review the matters raised and to make recommendations to the Director.
- 4.7 Nothing in this clause shall preclude an employee from exercising their right, where applicable, of an external appeal to the Industrial Relations Commission of New South Wales.

5. Appeals Mechanism

- 5.1 An employee of the Botanic Gardens and Centennial Parklands, the Sydney Olympic Park Authority or the Parramatta Park and Western Sydney Parklands Trusts shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provisions of this Award.
- 5.2 Employees shall submit a written submission outlining their case to the Director within 28 days of the decision being appealed.
- 5.3 The Director shall constitute an appeals committee made up of one management representative, one relevant Association representative and one peer who is acceptable to both management and the Association.
- 5.4 The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Director or the Director's nominee.
- 5.5 The decision of the Director or the Director's nominee shall be forwarded to the employee concerned within seven working days of the appeal being heard.
- 5.6 Nothing in this appeals mechanism restricts a right of appeal to the Industrial Relations Commission of New South Wales. It would be expected that the appeals mechanism would be utilised prior to a formal appeal.

6. Salaries

- 6.1 The salaries rates are set out in Table A of Part B, Monetary Rates of this Award.
- 6.2 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement Award.

7. Hours of Work

- 7.1 The ordinary working hours shall be an average of 38 per week and be worked in accordance with the following provisions for a four-week work cycle:
 - (a) the ordinary working hours shall be worked as twenty-day, four week cycle, Monday to Sunday, inclusive, with nineteen working days of eight hours each. These hours shall be between 6:00 a.m. and 6:00 p.m., except in the case of Rangers, whose spread of hours shall be 6:30 a.m. to

10:00 p.m. 0.4 of one hour on each day worked will accrue as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.

- (b) the day off shall in all cases be on a rostered basis, and be subject to management's prerogative to best suit the working needs of the organisation.

7.2 The Administrative Unit may require an employee to perform duties beyond the hours determined under this clause but only if it is reasonable for the employee to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to employee health and safety;
- (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the Administrative Unit regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
- (e) any other relevant matter.

8. Conditions of Employment

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*, the *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award* or any Awards replacing these Awards.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Administrative Unit, if required.
- 9.2 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.
- 9.3 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director or delegate.
- 9.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 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 Director.
- 9.6 The Director may refer the matter to the Secretary for consideration.

- 9.7 If the matter remains unresolved, the Director 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Director may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Administrative Unit and the Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in sub-clauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work 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.

10. Deduction of Union Membership Fees

- 10.1 The Association shall provide a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 10.2 The Association shall advise the Administrative Unit of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided at least one month in advance of the variation taking effect.
- 10.3 Subject to subclauses 10.1 and 10.2 of this clause, Association fortnightly membership fees shall be deducted from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 10.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 10.5 Unless other arrangements are agreed with the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 10.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

11. Consultative Committee

- 11.1 Joint Consultative Committee sub-committees shall be established to monitor the implementation of this Award.
- 11.2 The committees shall consist of a representative of management and a representative of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the latter chosen at the Association's discretion.

12. Anti-Discrimination

- 12.1 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.

- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- 12.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 12.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

13. Area, Incidence and Duration

- 13.1 This Award applies to all classifications referred to in the Area, Incidence and Duration clause of the former Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007 and also to the classification of Purchasing/Stores Officer, Royal Botanic Gardens, Sydney and Purchasing/Stores Officer, Royal Botanic Gardens, Mount Annan.
- 13.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007 published 21 October 2016 (380 I.G. 1256), as varied.
- 13.3 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 12 August 2019.
- 13.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table A - Salary Rates

Classification	Common Salary Point	2.5% increase effective from the first full pay period on or after 01.07.19 Per Annum \$
Horticultural Apprentice Year 1	-	28,928
Horticultural Apprentice Year 2	-	38,294
Horticultural Apprentice Year 3	-	48,214
Horticultural Apprentice Year 4	27	54,640
Level 1	15	47,561
Level 2, Year 1 (Minimum)	23	52,810
Level 2, (Maximum)	26	54,204
Level 3 Year 1, (Minimum)	30	56,144
Level 3, (Maximum)	34	58,144
Level 4, Year 1, (Minimum)	38	60,273
Level 4, (Maximum)	41	62,088
Level 5, Year 1, (Minimum)	45	64,285
Level 5, (Maximum)	48	66,003
Level 6, Year 1, (Minimum)	51	67,853
Level 6, (Maximum)	54	69,733
Level 7, Year 1, (Minimum)	57	71,711
Level 7, (Maximum)	60	73,855
Level 8, Year 1, (Minimum)	63	76,191
Level 8, Maximum	67	79,297
Level 9, Year 1, (Minimum)	71	82,406
Level 9, (Maximum)	75	85,488
Level 10, Year 1, (Minimum)	78	88,184
Level 10, (Maximum)	81	90,661
Level 11, Year 1, (Minimum)	89	98,129
Level 11, (Maximum)	95	104,226
Level 12, Year 1, (Minimum)	109	119,685
Level 12, (Maximum)	112	123,229
Level 13, Year 1, (Minimum)	115	126,843
Level 13, (Maximum)	118	130,647
Level 14, Year 1, (Minimum)	121	134,667
Level 14, (Maximum)	124	138,830
Level 15, Year 1, (Minimum)	127	143,370
Level 15, (Maximum)	130	148,134

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 133761 of 2019)

Before Chief Commissioner Kite

23 July 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Multi-skilling and Staff Flexibility
3.	Salaries
4.	Appointment
5.	Salary Progression
6.	Island Disability Allowance
7.	Disability Allowance (Commonwealth District Allowance)
8.	Call-out Allowance
9.	Temporary Assignments to higher non-executive roles
10.	Boot Allowances
11.	Special Duties Allowance
12.	Waste Service Allowance
13.	Travel Allowances
14.	Allowance for Surveying Duties
15.	Adjustment of Allowances
16.	Hours
17.	Overtime
18.	Time in Lieu
19.	Public Holidays
20.	Recreation Leave
21.	Sick Leave
22.	Family and Community Service Leave and Personal and Carer's Leave
23.	Special Leave
24.	Leave Without Pay
25.	Extended Leave
26.	Parental Leave
27.	Study Assistance
28.	Part-Time Work
29.	Semi-Official Telephone Subsidy
30.	Relocated Staff
31.	Casual Employment
32.	Termination of Employment
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34.	Consultation
35.	Grievance and Disputes Settling Procedures

36. Uniforms and Laundry Allowance
37. Anti-Discrimination
38. Secure Employment
39. Conditions of Employment
40. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

Table 2 - Allowances

PART A

1. Definitions

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

"Board" means the Lord Howe Island Board established under the *Lord Howe Island Act 1953*.

"Casual staff" means any employee engaged in terms of Part 4, Division 5, Section 43 1(c) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Secretary of the NSW Department of Planning, Industry and Environment (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

"Industrial Relations Secretary" is as defined by the *Government Sector Employment Act 2013*.

"Staff" or "staff member" means and includes all persons employed from time to time under the *Government Sector Employment Act 2013*.

2. Multi-Skilling and Staff Flexibility

- (i) Staff may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within a staff member's Role Description.
- (ii) Staff training will be used to promote greater flexibility and multi-skilling.

3. Salaries

- (i) Staff will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.
- (iii) The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.

4. Appointment

- (i) Roles will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), staff will be appointed to the first salary point in the grade of the role to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing staff performing similar work.

5. Salary Progression

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the staff member concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

6. Island Disability Allowance

- (i) All staff are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation, and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries of this Award).

7. Disability Allowance (Commonwealth District Allowance)

- (i) Except as provided for in this clause, no staff are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
 - (a) The Disability Allowance will no longer be increased.
 - (b) Staff receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

8. Call-Out Allowance

- (i) Except as provided by in this clause, no staff are entitled to payment of a Call-out Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
 - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.
 - (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.

9. Temporary Assignments to higher non-executive roles

- (i) Staff who are temporarily assigned to another role in the agency for five or more consecutive working days will be paid an allowance in accordance with the Government Sector Employment Regulation 2014 if the assigned role is at a higher classification than the staff members current classification of work.
- (ii) The allowance will be agreed following discussion with the staff member and will be a proportion of the staff member's existing salary and the salary for the minimum rate for the higher role depending on the range of duties to be performed.

10. Boot Allowances

- (i) Staff who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Staff who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

11. Special Duties Allowance

- (i) A Special Duties Allowance will be paid to staff who perform duties which
 - (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
 - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
 - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to staff who are directed to, and who actually perform the special duties.

12. Waste Services Allowance

- (i) Staff when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, shall receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

13. Travel Allowances

Travel allowances will be paid in accordance with the provisions for travelling compensation under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

14. Allowance for Surveying Duties

- (i) Subject to subclause (iii) of this clause, staff who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.

- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to staff directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

16. Hours

General:

- (i) The ordinary hours of work for all staff covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some staff may be required to perform some of their ordinary time on weekends and public holidays
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Staff will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative staff will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am and 7.00 pm.
- (ii) The usual start and finish times for staff working flexitime will be agreed to with the supervisor/manager to ensure that staff are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Staff must take an unpaid lunch break of at least 30 minutes, however staff may take a break of up to 2 hours. A staff member may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct staff to work for 7.6 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (v) Staff may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Staff may also work for less than 7.6 hours on a particular day. The maximum number of hours staff may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (vi) A staff member may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the staff member to be required to do so. 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's health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
 - (d) the notice (if any) given by the Board 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.
- (vii) A staff member may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may accumulate enough hours to exceed this maximum carryover, then the supervisor and the staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
 - (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the staff member has no recreation leave, shall be taken as leave without pay.
 - (ix) Generally a staff member may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexi leave in a settlement period. Such flexi leave may be taken as either whole and/or half days.
 - (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
 - (xi) Flexi leave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
 - (xii) A staff member must have the approval of his/her supervisor prior to taking flexi leave. The supervisor may refuse any request for flexi leave provided there is good and sufficient reason.
 - (xiii) The Chief Executive Officer may direct a staff member to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Award or any associated administrative instructions.
 - (xiv) Where staff give notice of resignation or retirement they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where staff have accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly.

Part B - Set Patterns of Hours

- (i) Staff working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such staff may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and staff starting and ceasing times may be varied.
- (iii) Staff are entitled to an unpaid lunch break of 30 minutes.
- (iv) Staff may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.

- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable staff to take their tea or lunch breaks at the work site.
- (vi) Days off for all staff shall be rostered over each 4 week period. In drawing up the roster, regard shall be had to the work programs being undertaken, the needs of the Board and the needs of the staff.
- (vii) By consultation with the supervisor, a staff member may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Staff may accumulate up to 5 rostered days off.

17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked By Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply to staff.
- (ii) Staff shall not be entitled to compensation for overtime if it is customary for staff to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (i.e. part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 do not apply in the following circumstances:
 - (a) staff required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
 - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new staff member responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual staff are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

18. Time in Lieu

By agreement between the Chief Executive Officer and staff, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - (a) a public holiday throughout the State of NSW; or
 - (b) a local public holiday proclaimed for Lord Howe island; or
 - (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- (ii) A staff member who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.
- (iv) Where a staff member is rostered to, and works, their ordinary hours on a public holiday, the staff member shall be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) A staff member rostered off duty on a public holiday shall elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to staff members who work their ordinary hours on a Monday to Friday basis.

20. Recreation Leave

- (i) Staff members are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) The Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for staff required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

21. Sick Leave

All staff shall be entitled to sick leave in accordance with the provisions for sick leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

22. Family and Community Service Leave and Personal and Carers Leave

All staff shall be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

23. Special Leave

All staff shall be entitled to special leave in accordance with the provisions for special leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

24. Leave Without Pay

All staff shall be entitled to leave without pay in accordance with the provisions for leave without pay under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

25. Extended Leave

Staff are entitled to accrue and be granted extended leave in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

26. Parental Leave

All staff shall be entitled to parental leave in accordance with the provisions for parental leave under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

27. Study Assistance

All staff shall be entitled to study assistance in accordance with the provisions for study assistance under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

28. Part-Time Employment

All staff engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

29. Semi-Official Telephone Subsidy

All staff shall be entitled to the semi-official telephone subsidy in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

30. Relocated Staff

- (i) The Chief Executive Officer may approve assistance to staff who must relocate to the Island to take up an appointment. Assistance may also be provided for staff to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
 - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
 - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
 - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2 of Part B, Monetary Rates
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for a staff member and his/her dependants who have relocated (or are relocating) to the Island in the following circumstances:
 - (a) Air travel to the Island when taking up an appointment.
 - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
 - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the staff member's letter of offer of employment and the staff member only being entitled while they continue in employment.
 - (d) To attend the funeral of a close relative (of either the staff member or a dependant), or where a close relative is critically ill.

- (iv) In this clause "dependant" is generally defined as a staff member's partner, or child under the age of 18 years living on, or attending school on, the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependants".
- (v) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vi) Where appropriate, the Chief Executive Officer may provide relocated staff with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (vii) The airfares provided for in this clause are not transferable to another person or persons.

31. Casual Employment

- (i) The hourly rate for casual staff will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro-rata holiday pay.
- (ii) Casual staff who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

32. Termination of Employment

- (i) Two weeks' notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the staff member.
- (iii) Redundancy

Staff whose positions are made redundant and are also declared to be excess to the employment needs of the Board shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

33. Deduction of Union Membership Fees

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

34. Consultation

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

35. 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) 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 (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 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.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head 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 the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The staff member, Association, Department 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 (xi) 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 work 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.

36. Uniforms and Laundry Allowance

- (i) All staff shall be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- (ii) Staff issued with a uniform by the Board shall wear and maintain the uniform in accordance with the Board's policy.

37. 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.
 - (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".

38. Secure Employment

The provisions for secure employment clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 apply.

39. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, *Government*

Sector Employment (General) Rules 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award, or any awards replacing these awards.

40. Area, Incidence and Duration

This Award applies to staff as defined in clause 1, Definitions, of Part A of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award published 31 July 2009 (368 IG 769) and all variations thereof.

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 23 July 2019..

Changes made to this award subsequent to it being published on 31 July 2009 (368 IG 769) have been incorporated into this award as part of the review.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

The salaries in the following table apply from the beginning of the first pay period to commence on or after the date in the column heading:

Classification	Grade	Year	1.7.19 Per annum 2.50%
LHI Officer	1	1	55,011
		2	57,463
		3	58,885
LHI Officer	2	1	60,452
		2	61,053
		3	63,697
LHI Officer	3	1	64,764
		2	66,585
		3	68,790
LHI Officer	4	1	70,788
		2	74,149
		3	76,988
LHI Officer	5	1	78,625
		2	80,871
		3	85,564
LHI Officer	5A	1	85,565
		2	88,074
		3	98,787
		4	102,783
		5	105,958
		6	109,472
LHI Officer	6	1	88,074
		2	98,787
		3	102,783

LHI Officer	7	1	105,958
		2	109,472
		3	116,471
LHI Officer	8	1	119,849
		2	125,648
		3	130,853
LHI Senior Officer	1	1	144,651
		2	150,903

Table 2 - Allowances

Clause No.	Brief Description	Amount
10 (i)	Boot Allowance (Hiking Boots)	\$130 upon condemnation of the previous pair of boots
10 (ii)	Boot Allowance (Tree Climbing Boots)	\$25 upon condemnation of the previous pair of boots
11 (i) (a) and (b)	Special Duties Allowance	\$25 per day
11 (i) (c)	Special Duties Allowance – servicing of rota-loos	\$25 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.50 per hour
30	Relocated Staff	Up to \$100,000

AWARD HISTORY

The *Lord Howe Island Act 1953* was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the *Public Service Act 1902*.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the *Crown Employees (Lord Howe Island Board Salaries 1997) Award* on 10 September 1997.

The 1997 Award was replaced by the Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 IG 72) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2001) Award. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 I.G. 707) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award.

Schedule 1 Amendment of *Lord Howe Island Act 1953* came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the *Public Sector Management Act 2002*.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the

then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and will be subject to future salary increases.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act* 1996, on 21 May 2009 and was published on 31 July 2009 (368 IG 769) as the Crown Employees (Lord Howe Island Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act* 1996, on 4 April 2012 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act* 1996, on 2 August 2016 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the *Industrial Relations Act* 1996, on 23 July 2019 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (BOTANIC GARDENS AND CENTENNIAL
PARKLANDS BUILDING AND MECHANICAL SERVICES
EMPLOYEES) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(Case No. 127357 of 2019)

Before Chief Commissioner Kite

12 August 2019

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Workplace Reform Program
6.	Wage Rates
7.	School Based Apprentices
8.	General Conditions of Employment
9.	Deduction of Union Membership Fees
10.	Consultative Committee
11.	Grievance and Dispute Resolution Procedures
12.	Classification Standards
13.	Anti-Discrimination
14.	Sick Leave to Care for a Family Member
15.	Savings and Rights
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Title

This Award shall be known as the Crown Employees (Botanic Gardens and Centennial Parklands Building and Mechanical Services Employees) Award 2016.

2. Parties

2.1 This Award has been made between the following parties:

The Industrial Relations Secretary;

Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch);

Construction, Forestry, Mining and Energy Union (New South Wales Branch); and

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union (New South Wales Branch).

3. Definitions

"Chief Executive" means the Chief Executive of the Botanic Gardens and Centennial Parklands.

"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.

"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 Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch); the Construction, Forestry, Mining and Energy Union (New South Wales Branch), the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. (New South Wales Branch), having regard to their respective coverage.

4. Intention

- 4.1 The purpose of this Award is to regulate the terms and conditions of employment of employees at the Botanic Gardens and Centennial Parklands who are engaged in the trades of Carpenter, Motor Mechanic, Painter and Plumber.
- 4.2 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.
- 4.3 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.
- 4.4 This 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. Workplace Reform Program

- 5.1 The parties agree to the implementation of the following workplace reform processes.

5.1.1 Rostered Days Off

- (i) Employees shall work a nine-day fortnight with all employees on duty on the same days, or by agreement.
- (ii) Rostered days off (RDOs) may be accumulated up to a maximum of five (5) per annum and shall be taken on days set by mutual agreement with management. Such days may be in conjunction with annual leave.

5.1.2 Annual Leave Loading

Annual Leave Loading shall be paid annually on the last pay period in November.

5.1.3 Afternoon Tea

Afternoon Tea to be taken only at the work site without interruption to work.

6. Wage Rates

- 6.1 Wage rates are contained in Table 1 of this Award. All allowances have been rolled up into the total wage rate except for those allowances contained in sub-clause 8.3 of this Award.
- 6.2 Wages for employees covered by this Award shall be adjusted by no less than any increase in the Crown Employees Wages Staff (Rates of Pay) Award 2015 and any successor Award.
- 6.3 Apprentices shall be paid a percentage of the rate of pay applicable to Level 5 Year 1:
 - Year One - 45%
 - Year Two - 60%
 - Year Three - 75%
 - Year Four - 85%

7. School Based Apprentices

- 7.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 7.2 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.
- 7.3 For the purposes of sub-clause 7.2 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.
- 7.4 The wages paid for training time may be averaged over the school term or year.
- 7.5 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.
- 7.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 7.7 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.
- 7.8 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.
- 7.9 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. General Conditions of Employment

- 8.1 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 *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*.

- 8.2 The provisions of the Crown Employees (Skilled Trades) Award 2016 shall also apply to employees covered by this Award, unless specifically varied by provisions of this Award.
- 8.3 All allowances previously paid to employees covered by this Award are to be rolled into salary with the exception of the following:
- 8.3.1 Chokage Allowance
- A weekly allowance specified on an hourly basis at Item 1 of Table 2 will be paid to those employees required to undertake chokage work.
- 8.3.2 Plumbers Licence and Registration
- The Plumbers Licence and Registration will be paid weekly as set out on an hourly basis at Item 4 of Table 2 for three licences, at Item 3 of Table 2 for two licences, at Item 2 for one licence and at Item 5 of Table 2 for registration.
- 8.4 The provisions of the Crown Employees (Skilled Trades) Award 2016, which give employees, an entitlement to take a paid holiday as a Picnic Day shall continue to be applied with the holiday being taken on a working day nominated by the Secretary, between Christmas and New Year.
- 8.5 Conditions of service not covered by the Crown Employees (Skilled Trades) Award 2016 shall be regulated by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied.
- 8.6 Where there is any inconsistency between this Award and the relevant industrial instruments covering the OEH and its employees, this Award shall prevail to the extent of the inconsistency.

9. Deduction of Union Membership Fees

- 9.1 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.
- 9.2 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.
- 9.3 Subject to sub-clauses 9.1 and 9.2 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.
- 9.4 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.
- 9.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 9.6 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.

10. Consultative Committee

- 10.1 A committee has been established to monitor the implementation of this Award and make, during its period of operation, recommendations to the Executive Director of the Botanic Gardens and Centennial Parklands with regard to:

- (i) implementation of the classification levels and progressions between classifications levels as provided in Clause 12 - Classification Standards, of this Award;
 - (ii) any other matters regarding the implementation of this Award.
- 10.2 The committee consists 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.
- 10.3 The Committee shall meet from time to time as required.
- 10.4 Should the parties to the Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 11 - Grievance and Dispute Resolution Procedures, of this Award will be followed.

11. Grievance and Dispute Resolution Procedures

- 11.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 11.2 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.
- 11.3 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.
- 11.4 The immediate manager, or other appropriate employee, 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.
- 11.5 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 Chief Executive.
- 11.6 The Chief Executive may refer the matter to the Secretary for consideration.
- 11.7 If the matter remains unresolved, the Chief Executive 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.
- 11.8 An employee, at any stage, may request to be represented by the Union.
- 11.9 The employee or the Union on their behalf, or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 11.10 The employee, Union, OEH and the Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 11.11 Whilst the procedures outlined in sub-clauses 11.1 to 11.9 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 work 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.

12. Classification Standards

12.1 A role falling within the scope of this Award will have assigned to it a classification level determined in accordance with the classification standards detailed below.

12.2 Broadbanding Classifications

12.2.1 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 competency assessment and appeal processes that are to be agreed between the parties.

12.2.2 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 competency and appeal processes that are to be agreed between the parties.

12.3 The following classification levels will apply:

12.3.1 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 trade certificate and possess the relevant interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level duties; and/or
 - (ii) supervise apprentices; and
 - (iii) communicate with supervisors and other employees.

12.3.2 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 matter of minor complexity; and
- (b) Have a recognised trades certificate so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level duties; and/or
 - (ii) supervise apprentices; and/or
 - (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 agreed between the parties.

12.3.3 Level 7

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

- (a) Work independently on assigned specialist work and 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 as the leader of a small team of employees (normally less than 6 employees) - supervising and training employees; and
 - (ii) be accountable for completion 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.

12.3.4 Level 8

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

- (a) Work independently on assigned specialist work and 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 team of employees (normally less than 6 employees) - supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standard; 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 agreed between the parties.

13. Anti-Discrimination

- 13.1 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.
- 13.2 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 13.3 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.

- 13.4 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.
- 13.5 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.
- 13.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 13.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

14. Sick Leave to Care for a Family Member

- 14.1 The provisions in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 with respect to Sick Leave to Care for a Family Member will apply to employees covered by this Award.

15. Savings and Rights

- 15.1 No employee shall suffer a reduction in his or her rate of pay loss of or diminution of his or her conditions or employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award, the Crown Employees Wages Staff (Rates of Pay) Award 2016 or the Crown Employees (Parks and Gardens - Horticulture And Rangers Staff) Reviewed Award 2016 or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to the classification covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks And Gardens - Horticulture and Rangers Staff) Reviewed Award 2016 either by an application for variation, or the making of a new Award.

16. Area, Incidence and Duration

- 16.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Botanic Gardens and Centennial Parklands Building and Mechanical Services Employees) Award 2016 published 21 October 2016 (380 I.G. 909), as varied.
- 16.2 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 12 August 2019.
- 16.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Building and Mechanical Services Officer	2.5% increase effective from the first full pay period on or after 01.07.19 Per Annum \$
Level 5 Year 1	64,283
Level 5 Year 2	66,005
Level 6 Year 1	67,854
Level 6 Year 2	69,734
Level 7 Year 1	71,713
Level 7 Year 2	73,855
Level 8 Year 1	76,192
Level 8 Year 2	79,297

Table 2 - Allowances

Item No.	Clause No	Brief Description	From the first full pay period on or after 01.07.19 Per Hour \$
1	7.3.1	Chokage	1.30
2	7.3.2	Plumber and Drainer when required to act on:	
		- plumbers licence	1.36
		- as fitters licence	1.36
		- drainers licence	1.36
3	7.3.2	- plumbers and gasfitters licence	1.81
		- plumbers and drainers licence	1.81
		- gasfitters and drainers licence	1.81
4	7.3.2	Plumbers, gasfitters and drainers licence	2.49
5	7.3.2	Registration allowance	1.03

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (GENERAL STAFF - SALARIES) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(Case No. 133604 of 2019)

Before Chief Commissioner Kite

24 October 2019

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Parties
4.	Salaries
5.	Hours of Work
6.	Transition Arrangements
7.	Grievance and Dispute Settling Procedure
8.	Anti-Discrimination
9.	Salary Sacrifice to Superannuation
10.	Deduction of Union Membership Fees
11.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule A - Classifications and Rates of Pay

2. Definitions

In this award:

- (i) "2019 Award" means the Crown Employees (Public Sector - Salaries 2019) Award.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the roles covered by this award.
- (iii) "Industrial Relations Secretary" or "Secretary" means the employer for industrial purposes under the *Government Sector Employment Act 2013*.
- (iv) "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Parties

This award is made between the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

4. Salaries

- (i) Salaries for classifications covered by this Award are adjusted by the Crown Employees (Public Sector - Salaries 2019) Award (or its replacement) and are found in the salary tables attached to that award.
- (ii) The salaries payable are prescribed in the said Part B.

5. Hours of Work

Employees covered by this award will continue to maintain the existing arrangements regarding hours of work allocated to their classification as determined in their organisation as at the making of this award.

6. Transition Arrangements

In relation to the classification of Photographer Grade 3 as set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates, the following transitional arrangements shall apply in relation to existing staff employed within the Arts portfolio as at the making of this award:

Employees currently employed at the maximum rate as a Photographer Grade 2 within the Arts portfolio shall be progressed to the first year rate of Photographer Grade 3 based on their organisation's assessment as to whether all the following criteria apply:

- (i) the employee being at the Photographer Grade 2 level for at least 12 months;
- (ii) work being available (encompassing the criteria for appointment that attaches to the Grade 3 level as set out in Schedule A), and the existence of a Photographer Grade 3 position within the organisation;
- (iii) successful completion of a relevant certificate or degree and/or significant equivalent experience;
- (iv) the employee having used both traditional and digital equipment in their work; and
- (v) the conduct and services of the employee being of a satisfactory standard.

These transitional arrangements will apply in relation to existing employees moving from Grade 2 to Grade 3 Photographer. All future appointments as a Photographer Grade 3 will be based on normal merit selection requirements and the availability of a position at the Grade 3 level.

7. Grievance and Dispute Settling Procedure

- (i) All grievances and dispute resolution 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/institute, 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency 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 (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 working days, or as soon as practicable. This sequence of reference to successive

levels of management may be pursued by the employee until the matter is referred to the Agency Head or delegate.

- (vi) The Agency Head or delegate may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Agency Head or delegate 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 any action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by their union.
- (ix) the employee or the Union on their behalf, or the Agency Head or delegate 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 employee, union, agency, and Industrial Relations Secretary 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 (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

8. 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 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

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

- (ii) 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."

9. Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement Award.

10. 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 subclauses (i) and (ii) of this clause, 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.

11. Area, Incidence and Duration

- (i) This award shall apply to employees employed in the classifications set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates. The salary rates in the said Schedule A are set in accordance with the 2007 Award and any variation or replacement award.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (General Staff - Salaries) Award 2007 published 21 October 2016 (380 I.G. 1003), as varied.
- (iii) 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 24 October 2019.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Schedule A - Classifications and Rates of Pay - General Staff

Salaries for classifications covered by this Award are adjusted by the Crown Employees (Public Sector - Salaries 2019) Award (or its replacement) and are found in the salary tables attached to that award.

Classification and Grades	Common Salary Point	Rates at 30.06.19 2.5% Per annum \$	Rates effective Ffppoa 1.07.19 2.5% Per annum \$
Community Liaison Officer/Aboriginal Community Liaison Officer,	57	69,962	71,711
Department of Education			
Year 1	58	69,962	71,711
Year 2	61	72,783	74,603
Year 3	64	75,055	76,931
Year 4	67	77,363	79,297
Farm Foreman, Department of Education			
Grade A			
1st year	39	59,411	60,896
2nd year	41	60,574	62,088
3rd year	43	61,655	63,196
Grade B			
1st year	45	62,717	64,285
2nd year	47	63,863	65,460
3rd year	51	66,198	67,853
Maintenance Officer, Department of Education			
1st year	24	52,028	53,329
2nd - 7th year	25	52,456	53,767
8th year	26	52,882	54,204
Matrons and Sub-Matrons, Department of Education			
Matron			
1st year	45	62,717	64,285
Thereafter	46	63,199	64,779
Sub-Matron			
1st year	39	59,411	60,896
Thereafter	40	59,901	61,399
Technical Assistant (Art, Ceramics, TV Studio)			
Years 1 - 3	32	55,747	57,141
Years 4 - 6	34	56,726	58,144
Year 7	35	57,185	58,615
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)			
Junior - under 17 (50% of Grade 1, Yr 1)		24,296	24,903
Aged 17 (60% of Grade 1, Yr 1)		29,155	29,884
Aged 18 (70% of Grade 1, Yr 1)		34,014	34,864
Aged 19 (80% of Grade 1, Yr 1)		38,873	39,845
Aged 20 (90% of Grade 1, Yr 1)		43,734	44,827
Grade 1			
1st year	18	48,592	49,807
2nd year	22	50,367	51,626
3rd year	25	52,456	53,767
4th year	29	54,311	55,669
5th year	32	55,747	57,141

Grade 2			
1st year	34	56,726	58,144
2nd year	36	57,767	59,211
3rd year	37	58,319	59,777
4th year	39	59,411	60,896
Grade 3			
1st year	46	63,199	64,779
2nd year	52	66,871	68,543
Field Services Staff, DIPNR Field Supervisor			
1st year	48	64,393	66,003
2nd year	51	66,198	67,853
3rd year	53	67,443	69,130
4th year	55	68,707	70,425
5th year	58	70,652	72,418
Field Service Manager, Years 1-3 only other locations (not specified)			
1st year	66	76,580	78,495
2nd year	67	77,363	79,297
3rd year	69	78,824	80,795
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.			
4th year	75	83,403	85,488
Regional Field Services Manager	83	90,278	92,535
Overseers, DIPNR			
Grade 1 (ex Dept of Water Resources only)	60	72,054	73,855
Grade II	61	72,783	74,603
Grade III	65	75,686	77,578
Grade IV	73	81,920	83,968
Grade V	77	85,043	87,169
Plant Managers, DIPNR			
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	75,686	77,578
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)			
Year 1	69	78,824	80,795
Year 2	70	79,602	81,592
Assistant Education Officers,	43	61,655	63,196
Photographer - Grade 1 - Years 1-3 (various agencies)			
1st year	39	59,411	60,896
2nd year	41	60,574	62,088
3rd year	43	61,655	63,196
Grade 2*			
1st year	49	65,056	66,682
2nd year	51	66,198	67,853
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)			
Photographer Grade 3** Years 1-3			
1st year	63	74,333	76,191
2nd year	65	75,686	77,578
3rd year	69	78,824	80,795
**Grade 3 requirements in Sch A of award			

Photographic Assistant	22	50,367	51,626	
	23	51,522	52,810	
	25	52,456	53,767	
	26	52,882	54,204	
Field Assistant, Dept of Mineral Resources	Year 1	26	52,882	54,204
	Year 2	28	53,758	55,102
	Year 3	31	55,212	56,592
	Year 4	32	55,747	57,141
	Year 5	34	56,726	58,144
Regional Mining Officer, Dept of Mineral Resources	58	70,652	72,418	
	61	72,783	74,603	
	64	75,055	76,931	
	67	77,363	79,297	
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	83,403	85,488	
	79	86,721	88,889	
	82	89,406	91,641	
	85	92,026	94,327	
Gallery Services Officer, Art Gallery	18	48,592	49,807	
	20	49,431	50,667	
Senior Gallery Services Officer, Art Gallery	43	61,655	63,196	
	45	62,717	64,285	
	47	63,863	65,460	
	49	65,056	66,682	
Installation Officer, Art Gallery	26	52,882	54,204	
	29	54,311	55,669	
	32	55,747	57,141	
Display Technician, Art Gallery	Grade 1	45	62,717	64,285
		48	64,393	66,003
		51	66,198	67,853
	Grade 2	55	68,707	70,425
		59	71,391	73,176
Senior Display Technician	63	74,333	76,191	
	65	75,686	77,578	
Museum Assistant, Historic Houses Trust	Grade 1 - Year 1	20	49,431	50,667
	Grade 1 - Year 2	21	49,901	51,149
	Grade 1 - Year 3	25	52,456	53,767
	Grade 1 - Year 4	27	53,307	54,640
	Grade 2 - Year 1	30	54,775	56,144
	Grade 2 - Year 2	31	55,212	56,592
	Grade 2 - Year 3	34	56,726	58,144
	Grade 2 - Year 4	35	57,185	58,615
	Grade 2 - Year 5	36	57,767	59,211
Museum Guide, Historic Houses Trust	Year 1	28	53,758	55,102
	Year 2	30	54,775	56,144
	Year 3	32	55,747	57,141
	Year 4	34	56,726	58,144
	Year 5	36	57,767	59,211
	Year 6	39	59,411	60,896
Chief Guide, Historic Houses Trust	48	64,393	66,003	
	51	66,198	67,853	
Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	58,319	59,777	
Centre Supervisor, State Sports Centre	40	59,901	61,399	

Events Technical Officer, State Sports Centre	58	70,652	72,418
Maintenance Officer, State Sports Centre	55	68,707	70,425
Facilities Manager, State Sports Centre	111	119,061	122,038
Assistant Facilities Manager, State Sports Centre	67	77,363	79,297
Day Attendant, Australian Museum	18	48,592	49,807
	19	49,015	50,240
	20	49,431	50,667
	21	49,901	51,149
	23	51,522	52,810
Preparator, Australian Museum Assistant	29	54,311	55,669
Preparator (55)	34	56,726	58,144
	39	59,411	60,896
	43	61,655	63,196
Cadet Preparator (56)	21	49,901	51,149
	25	52,456	53,767
Chief Preparator	82	89,406	91,641
	84	91,072	93,349
Preparator (57) Grade I	46	63,199	64,779
	49	65,056	66,682
	52	66,871	68,543
Grade II	56	69,350	71,084
	60	72,054	73,855
Senior Preparator	63	74,333	76,191
	65	75,686	77,578

P. M. KITE, *Chief Commissioner*

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**NSW HEALTH SERVICE ABORIGINAL HEALTH WORKERS'
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 282157 of 2019)

Before Chief Commissioner Kite

22 October 2019

VARIATION

1. Delete subclause 2.4 of clause 2, Definitions, of the award published 9 October 2019 (378 I.G. 90) and renumber accordingly.
2. This variation shall take effect on and from 1 July 2019.

P. M. KITE, *Chief Commissioner*

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INSURANCE AND CARE NSW AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Insurance and Care NSW (ICARE)

(Case No. 200916 of 2019)

Before Chief Commissioner Kite

21 October 2019

AWARD

1. Delete Table 3 - Rates of Allowance of the award made 5 July 2019, and insert in lieu thereof the following:

Table 3 - Rates and Allowances

Effective 1 July 2019

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$28.15
	29.1.2	Dinner	\$53.90
	29.1.3	Lunch	\$31.65
		Tier 2 and other country centres	
		(see list in item 2)	
	29.1.1	Breakfast	\$25.20
	29.1.2	Dinner	\$49.60
	29.1.3	Lunch	\$28.75
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$290.75
		Brisbane	\$308.75
		Canberra	\$301.75
		Darwin	\$353.75
		Hobart	\$280.75
		Melbourne	\$306.75
		Perth	\$313.75
		Sydney	\$321.75
	26.8.2	Other country centres	\$237.60
		Incidental expenses when claiming actual expenses - all locations	\$20.05
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$20.05
4	34.2	Use of private motor vehicle	Cents per kilometre
	34.2	Official business	68.0
	34.3	Casual rate (40% of official business rate)	27.2
	34	Motor cycle allowance (50% of the 1600cc or less official business rate)	34.0
	34.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	8.8
5	35	Insurance cover	Up to \$1,173

6	37.2	Exchanges	Actual cost
7	38.1	Room at home used as office	\$963 pa
8	84.1.1	On-call (stand-by) and on-call allowance	\$1.00 per hour
9	39.1	Uniforms, protective clothing and laundry allowance	\$5.00 per week
10	41.1.2	Community language allowance scheme (effective ffpp on or after 1 July 2019)	Per annum
		- Base Level Rate	\$1,448 pa
		- Higher Level Rate	\$2,177 pa
11	42.1	First aid allowance (effective ffpp on or after 1 July 2019)	Per annum
		- Holders of basic qualifications	\$933 pa
		- Holders of current occupational first aid certificate	\$1,402 pa
12	86.1	Overtime meal allowance	Effective 1 July 2019
		Breakfast	\$31.25
		Lunch	\$31.25
		Dinner	\$31.25
		Supper	\$11.55

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

2. This variation shall take effect on and from 21 October 2019.

D. SLOAN, *Commissioner*

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