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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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(1279)

SERIAL C8721

CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION) WAGES STAFF AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(Case No. 2017/180568)

Before Chief Commissioner Kite

22 June 2017

AWARD

PART A

1. Arrangement of Award

Clause No. Subject Matter

PART A

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RATES

Table 1 A - Wages Classification and Salary Schedules

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Table 2 - Allowances

2. Definitions

- 2.1 "Department" and "employer" means the NSW Department of Finance, Services and Innovation.
- 2.2 "Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.
- 2.3 "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the Department.
- 2.4 "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- 2.5 "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- 2.6 "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- 2.7 "Industrial Authority" means the Public Service Commission, as constituted under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- 2.8 "Union" means the:
- The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch
- Electrical Trades Union of Australia, New South Wales Branch;
- The Australian Workers' Union, New South Wales;
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
- Transport Worker's Union of Australia, New South Wales Branch;
- having regard to their respective coverage.
- 2.9 "WH&S" means work, health and safety as defined by the *Work, Health and Safety Act 2011* (NSW).

3. Parties

- 3.1 This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:
- The Department of Finance, Services and Innovation.

Secretary of the Treasury

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Plumbers Union NSW

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, New South Wales

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Transport Worker's Union of Australia, New South Wales Branch.

4. Incidence and Period of Operation

- 4.1 This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.
- 4.2 This award shall take effect from the first full pay period to commence on or after 1 July 2017. This award remains in force until 30 June 2018 or until varied or rescinded.
- 4.3 The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act* 1996.
- 4.4 This award rescinds and replaces the Crown Employees (Department of Finance, Services and Innovation) Wages Staff Award 2016 published 29 July 2016 (380 I.G. 36), as varied.

5. Workplace Reform

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

- 5.2.9 innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

6. Categories of Employment

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

7. Rates of Pay

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

- 7.3 Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.
- 7.4 Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award in Table 1 Part D:
- 7.4.1 Stonemason-carvers in item 25
- 7.4.2 Electricians in item 26
- 7.4.3 Plumbers (Welders special) in item 27

8. Allowances

- 8.1 In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees except as provided by this Award. This is to simplify administration and provide consequent savings.
- 8.2 Specific conditions relating to items listed below shall operate as provided by this clause:
- 8.2.1 Excess Fares and Travelling Time
- 8.2.2 Distant Work
- 8.2.3 Payment for Loss of Tools
- 8.2.4 Tool Allowance
- 8.3 Fares And Travelling Time
- 8.3.1 An allowance listed in Table 2 item 28, comprising of an amount for fares and for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.
- 8.3.1.1 An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.
- 8.3.1.2 Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.
- 8.3.2 Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance listed in Table 2 at item 29.
- 8.3.3 An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.
- 8.3.4 The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

8.4 Distant Work

8.4.1 The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

8.4.2 For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

8.4.3 Provided further that after the expiration of four weeks, this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

8.4.4 While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

8.4.5 Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

8.4.5.1 the completion of the project; or

8.4.5.2 within three months of its being worked; or

8.4.5.3 is paid at ordinary rates.

8.4.6 An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to an employee:

8.4.6.1 who leaves of their own free will; or

8.4.6.2 is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

8.4.7 Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid to cover the expenses, if any, of reaching home and of transporting tools, of an amount listed in Table 2 item 30.

8.4.8 On Distant Work the Department shall provide reasonable board and lodging or pay the allowance amount listed in Table 2

8.4.8.1 for each day residing away from the usual place of residence in item 31 or

8.4.8.2 for each week of seven calendar days in item 32.

8.4.9 Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting,

good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

8.4.10 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

8.4.11 An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

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

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

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

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

8.5 Payment For Loss of Tools

8.5.1 An employee shall be reimbursed by the Department to a maximum amount listed in Table 2 item 33 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

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

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

8.5.4 Provided that for the purposes of this subclause:

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

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

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

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

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

8.6 Tool Allowance

8.6.1 Tool Allowances payable to Wages Staff shall be those set out in Table 1:

8.6.1.1 Item 34:

- Carpenter/Joiner
- Stonemason-carver
- Stonemason
- Plumber
- Electrician
- Plasterer

8.6.1.2 Item 35:

- Bricklayer

8.6.1.3 Item 36:

- Slater & Tiler

8.6.1.4 Item 37:

- Painter

8.7 All Purpose Payment in Lieu of Certain Allowances

8.7.1 The provisions of this subclause do not apply to:

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

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

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

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

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

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

8.7.3.1 For all Heritage and Building Services Group employees and apprentices, other than slaters, plumbers and plumbing apprentices as listed in Table 2 item 38.

8.7.3.2 For slaters, plumbers and plumbing apprentices, as listed in Table 2 item 39.

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

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

8.8 Thermostatic Mixing Valves Allowance

8.8.1 An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid an amount listed in Table 2 item 40, while undertaking inspection and certification of thermostatic mixing valves.

8.9 Driving Van Allowance

8.9.1 Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance per day as listed in Table 2 item 41. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

8.10 Allowances Review

8.10.1 Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

8.10.2 Expense Related Allowances include:

Tool Allowance

Meal Allowance

Excess Fares and Travelling Time

Distant Work Allowances

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

9. Pay Arrangements

9.1 Fortnightly Payment

9.1.1 Employees shall be paid fortnightly.

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

9.2 Leave Loading

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

10. Hours of Work

- 10.1 Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.
- 10.2 Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.
- 10.3 Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.
- 10.4 Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.
- 10.5 Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.
- 10.6 Five hour break: an employee should not work for more than 5 hours without a break for a meal.
- 10.7 Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:
- 10.7.1 the prescribed weekly hours of duty;
- 10.7.2 the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.
- 10.7.3 the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.
- 10.7.4 the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.
- 10.8 Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

11. Overtime

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

12. Career Development and Training

- 12.1 The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:

- 12.1.1 assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.
 - 12.1.2 assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;
 - 12.1.3 ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills.
- 12.2 The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.
- Approved training will be conducted without loss of pay.

13. Rostered Days Off

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

14. Performance Management

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

15. Relocation Package

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

16. Leave

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

16.1.1 Annual Leave Loading

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

16.1.2 Family And Community Service Leave

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.1.3 Sick Leave

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

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

16.1.4 Paid Parental Leave

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

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

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

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

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

Parental leave is available to male or female staff.

16.1.5 Paid Maternity Or Adoption Leave

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

16.1.6 Extended Leave After 7 Years' Service

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

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

16.1.7 Double Pay Extended Leave

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

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

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

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

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

16.1.8 Public Holidays Whilst On Extended Leave

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

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

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

17. Grievance and Dispute Resolution

- 17.1 Subject to the provisions of the Industrial Relations Act 1996, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 17.4 If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.

- 17.5 If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 17.6 An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.
- 17.7 Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.8 Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving WH&S, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

18. Anti-Discrimination

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

19. Consultative Arrangements

- 19.1 The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.
- 19.2 The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.
- 19.3 The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.
- 19.4 The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.
- 19.5 Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:
- Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.
- Electrical Trades Union of Australia, New South Wales Branch
- Australian Workers' Union, Greater New South Wales Branch
- 19.6 Mass Meetings
- 19.6.1 Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

20. Workplace Representatives

- 20.1 Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.
- 20.2 Trade Union Training
- The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

21. Deduction of Union Subscriptions

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

22. Private Use of Business Vehicles

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

23. Relationship to Awards, Agreements Etc.

- 23.1 This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.
- 23.2 In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award, Clause 4 - Allowances

24. Award Safety Net

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

25. Leave Reserved

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

26. Assistance With Public Transport

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

27. No Extra Claims

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

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

APPENDIX ONE

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

Levels 1 to 6

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

<p>2 (95%)</p>	<p>An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.</p>	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	<p>An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.</p>	<p>Be responsible for the quality of their own work subject to close supervision.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.</p>
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<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies WH&S requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>
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<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p>
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						<p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p> <p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
5 (105%)	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p>

		<p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>				<p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>
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<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by the Department as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually</p>
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						<p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

Level	Definition	Scope of Work	Responsibility
7 (115%)	An employee who is performing duties across more than one stream or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 7 standard.	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p> <p>Program and schedule work</p> <p>Order equipment</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p> <p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p>

		<p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
<p>8 (120%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 8 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

<p>9 (126%)</p>	<p>An employee who is performing duties across two or more streams or within a designated area of work, and is certified by the Department as being competent to work in the streams or in that area of work to Level 9 standard.</p>	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and WH&S programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
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Level 10

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

Level 11 to 12

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

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

APPENDIX TWO

APPRENTICES

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

1. Leave

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

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

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

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

4. Electrical Trade Apprentices

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

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

5. Building Trade Apprentices

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

6. All Purpose Payment in Lieu of Certain Allowances

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

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

(4) Electricians

(6) Plumber and Drainer

(12) Registration Allowance

(41) Asbestos

(44) Asbestos Eradication

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

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

For plumbing apprentices as listed in Table 2 item 43.

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

APPENDIX THREE

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

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

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

BUILDING GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

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

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

HERITAGE SERVICES GROUP TRADES

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

ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling

Painting or Forklift Operation

Gyprock/Ceiling Fixing

Concreting/Brickwork

Site Restoration (int/ext)

First Aid Certificate

ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

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

STONEMASONS

For the above purposes, complicated stones are those that:

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

Examples include:

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

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

LABOURERS

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

ADDITIONAL COMPETENCIES FOR LABOURERS:

Floor/Wall Tiling

Rendering

Painting

Gyprock/Ceiling Fixing

Brickwork

Fencing

First Aid certificate

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

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

GENERAL

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

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

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

PART B

RATES & ALLOWANCES

Rates

From the first full pay period on or after 1 July 2017, the rates of pay set out under the heading 2017/18 shall be payable. These rates represent a 2.50% wage increase from 1 July 2017.

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

Item	Award Code	Clause	Description	2016/17	2017/18	
Percentage increase for wage and wage related allowances				2.5%	2.5%	
1	1279	7.1	Level 1	92%	1,911.51 pf	1959.30 pf
2	1279	7.1	Level 2	95%	1,975.35 pf	2024.70 pf
3	1279	7.1	Level 3	97.50%	2,029.25 pf	2080.00 pf
4	1279	7.1	Level 4	100%	2,077.64 pf	2129.60 pf
5	1279	7.1	Level 5	105%	2,194.81 pf	2249.70 pf
6	1279	7.1	Level 6	110%	2,285.57 pf	2342.70 pf
7	1279	7.1	Level 7	115%	2,389.58 pf	2449.30 pf
8	1279	7.1	Level 8	120%	2,493.03 pf	2555.40 pf
9	1279	7.1	Level 9	126%	2,618.17 pf	2683.60 pf
10	1279	7.1	Level 10 Step 1	133%	2,755.10 pf	2844.50 pf
11	1279	7.1	Level 10 Step 2	135%	2,814.21 pf	2884.60 pf
12	1279	7.1	Level 11 Step 1	139%	2,896.63 pf	2969.00 pf
13	1279	7.1	Level 11 Step 2		2,958.16 pf	3032.10 pf
14	1279	7.1	Level 11 Step 3	147%	3,065.88 pf	3142.50 pf
15	1279	7.1	Level 12 Step 1	152%	3,161.13 pf	3240.20 pf
16	1279	7.1	Level 12 Step 2	156%	3,253.61 pf	3335.00 pf

Table 1 Part B - Survey and Spatial Classification and Salary Schedules					
Item	Award Code	Clause	Description	2016/17	2017/18
Percentage increase for wage and wage related allowances				2.5%	2.5%
17	1279	7.1	Survey and Spatial Classification - Level 1	92%	1,911.51 pf
18	1279	7.1	Survey and Spatial Classification - Level 2	95%	1,975.35 pf
19	1279	7.1	Survey and Spatial Classification - Level 3	97.50%	2,029.25 pf
20	1279	7.1	Survey and Spatial Classification - Level 4	100%	2,077.64 pf
Table 1 Part C - Apprentice Classification and Salary Schedules					
Item	Award Code	Clause	Description	2016/17	2017/18
Percentage increase for wage and wage related allowances				2.5%	2.5%
21	1279	7.1	Apprentice Year 1	1,010.21 pf	1035.50 pf
22	1279	7.1	Apprentice Year 2	1,294.28 pf	1326.60 pf
23	1279	7.1	Apprentice Year 3	1,626.54 pf	1667.20 pf
24	1279	7.1	Apprentice Year 4	1,858.45 pf	1904.90 pf
Table 1 Part D - Special Allowances					
Item	Award Code	Clause	Description	2016/17	2017/18
Percentage increase for wage and wage related allowances				2.5%	2.5%
25	1279	7.4.1	All-purpose special allowance - Stonemason-carvers	139.01 pf	142.50 pf
26	1279	7.4.2	All-purpose special allowance - Electricians	139.01 pf	142.50 pf
27	1279	7.4.3	All-purpose special allowance - Plumbers	21.97 pf	22.50 pf

Table 2 - Allowances					
Item	Award Code	Clause	Description	2016/17	2017/18
28	1279	8.3	Fares And Travelling Time	22.70 pd	
			(fares)	[13.60 pd]	
			(travelling time)	[9.10 pd]	
29	1279	8.3.2	Private vehicle use	0.81 per kilometre	0.81 per kilometre
30	1279	8.4.7	Distance work - transporting tools	21.00 pd	
31	1279	8.4.8.1	Distance work - per day	64.00 pd	
32	1279	8.4.8.2	Distance work - per week	447.10 pw	
33	1279	8.5.1	Loss of tools	1628.00	
34	1279	8.6.1.1	Tool Allowance for: Carpenter/Joiner Stonemason-carver Stonemason Plumber Electrician Plasterer	58.20 pf	
35	1279	8.6.1.2	Tool Allowance for: Bricklayer	41.60 pf	
36	1279	8.6.1.3	Tool Allowance for: Slate & Tiler	30.40 pf	

37	1279	8.6.1.4	Tool Allowance for: Painter	14.20 pf	
38	1279	8.7.3.1	All-purpose allowance - General (Heritage and Building Services Group employees and apprentices other than (Slater)/Plumber/Drainer	58.20 pf	59.65 pf
39	1279	8.7.3.2	All-purpose allowance - (Slater)/Plumber/Drainer employees and apprentices	65.47 pf	67.10 pf
40	1279	8.8.1	Thermostatic Mixing Valves Allowance	0.65 ph	0.67 ph
41	1279	8.9.1	Driving van allowance	2.69 pd	2.76 pd
42	256	Clause 4.4 (Table 3)	Electrician Licence	48.10 pw	
43	256	Clause 4.6 (Table 3)	Plumber, GasFitters, Drainers License	2.31 ph	
44	256	Clause 4.12 (Table 3)	Registration allowance	0.96 ph	
45	256	Clause 17.3 (Table 3)	First Aid allowance	3.39 pd	

P.KITE, Chief Commissioner

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(1423)

SERIAL C8699

**CROWN EMPLOYEES (NEW SOUTH WALES DEPARTMENT OF
FAMILY AND COMMUNITY SERVICES) RESIDENTIAL CENTRE
SUPPORT SERVICES STAFF AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2017/177634)

Before Chief Commissioner Kite

30 August 2017

VARIATION

1. Delete Part A, Arrangement and insert in lieu thereof the following:

PART A

Arrangement

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

PART B

MONETARY RATES

Schedule A - Rates of Pay
Schedule B - Special Allowances
Schedule C - Allowances

Schedule D - Salary Arrangements of Existing Staff
Members, Services Support Officer

2. Delete in clause 2 Salaries, the following paragraph:

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award.

3. Insert after clause 2 Salaries, the following new clause:

3. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (1) The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time employees;
 - (ii) temporary employees, subject to the Department or agency's convenience; and
 - (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (7).
- (2) For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (3) By mutual agreement with the Department Head, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Department Head; and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (4) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (5) The agreement shall be known as a Salary Packaging Agreement.
- (6) Except in accordance with sub-clause (7), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
- (7) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
 - (8) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
 - (9) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*, the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
 - (10) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause (9) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
 - (11) Where the employee makes an election to salary package:
 - (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries of this Award if the Salary Packaging Agreement had not been entered into.
 - (12) The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
 - (13) The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
4. Insert after clause 13 Recreation Leave, the following new clause:

14. Paid Special Sick Leave

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

- (2) Paid sick leave will be granted in accordance with the following table:

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

5. Delete in clause 19 General Conditions of Employment, the following paragraph:

The salary rates in Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award and any variation or replacement award.

6. Delete clause 22, Extra Claims and insert in lieu thereof the following:

22. No Extra Claims Clause

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

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

PART B

MONETARY RATES

Effective from 1 July 2017.

SCHEDULE A

RATES OF PAY

Classification and Grades	Effective from 1.7.17 Per Annum \$
Transport Driver	
Up to 2,950 kilograms	50,504
Over 2,950 kilos and up to 4,650 kilos*	50,916
Over 4,650 kilos and up to 7,700 kilos*	51,348
Over 7,700 kilos and up to 10,800 kilos*	51,872
Over 10,800 kilos and up to 12,350 kilos*	52,320
Over 12,350 kilos and up to 15,5000 kilos*	52,734
Over 15,500 kilos and up to 21,000 kilos*	53,251
Over 21,000 kilos and up to 22,450 kilos*	53,688
*Manufacturer's Gross Vehicle Mass	
Extra Hand	50,504
Services Support Officer -	
Grade 1	46,407
Grade 2	47,656
Grade 3	49,210
Apprentice Cook -	
1st six months (50%)	25,254

2nd six months (70%)	35,354
3rd six months (80%)	40,403
4th six months (85%)	42,930
5th six months (90%)	45,454
6th six months (95%)	47,979
Hunter Residences -	
Head Chef	68,190
Chef	60,368
Metro Residences -	
Head Chef	55,020
Deputy Head Chef	52,734
Chef	51,872
Other Residences -	
Head Chef	52,734
Deputy Head Chef	51,872
Chef	50,504
Outdoor Attendant Sewerage Works - Peat Island	52,734
Gardener (Tradesperson)	55,701
Gardener (non-Tradesperson)	52,320
Instructor Woodwork -	
Without Qualifications - 1st Year	60,366
Without Qualifications - 2nd Year	61,512
Without Qualifications - Thereafter	62,139
With Qualifications - 1st Year	61,650
With Qualifications - 2nd Year	63,231
With Qualifications - Thereafter	63,872
Technical Instructor Without Qualifications -	
1st Year	56,745
2nd Year	57,206
Thereafter	57,855
Technical Instructor With Qualifications -	
1st Year	58,888
2nd Year	59,325
Thereafter	60,366
Therapy Aide -	
1st Year	50,102
2nd Year	51,352
Thereafter	52,731
Supervisor - Linen Distribution -	
Rydalmere	53,242
Marsden, Grosvenor	50,869

SCHEDULE B

SPECIAL ALLOWANCES

- (i) Services Support Officers Grade 2 shall receive an additional duties allowance of \$15.98 per week for appropriate duties involved in the maintenance and supervision of swimming pools, pest control duties on a continuing basis, driving tractors (other than drivers), maintenance of bowling greens and sporting ovals.
- (ii) Services Support Officers Grade 2 regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Department shall be paid an allowance at the rate of \$3.40 per week; the allowance is not automatically adjusted in the future.
- (iii) Services Support Officers Grade 2 required to assist in cleaning sewerage chokages and who are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or

who are required to work in a septic tank in operation shall be paid an allowance of \$9.58 per day or part thereof.

- (iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance of 51c per hour. The allowance shall be payable to Services Support Officers for those periods when they relieve Extra Hands and are required to handle wet and dry garbage.
- (v) Staff members covered by this award who are required to handle linen of a nauseous nature (other than in sealed bags) shall be paid an allowance of \$4.54 per shift.
- (vi) Leading Hand Allowance - A staff member, who is placed in charge of not less than two other staff members of substantially similar classification, shall be paid in accordance with the following:

	Per Week
	\$
In charge of 2 to 5 other staff members	32.95
In charge of 6 to 10 other staff members	46.99
In charge of 11 to 15 other staff members	59.82
In charge of 16 to 19 other staff members	73.26

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

- (vii) A Boiler Attendant required to attend more than one high pressure boiler shall receive an allowance of \$867.88 per annum.
- (viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department an allowance of \$5.35 per week shall be paid to such staff member.

SCHEDULE C

ALLOWANCES

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

- (i) Cold Places - Staff members working in places where the temperature is reduced by artificial means to below 0 degrees Celsius shall be paid 81 cents per hour extra. Where the work continues for more than two hours, staff members shall be entitled to a rest period of 20 minutes every two hours without loss of pay.
- (ii) Confined Spaces - Staff members working in a place the dimensions or nature of which necessitate working in a stooped or cramped position or without sufficient ventilation shall be paid 99 cents per hour extra.
- (iii) Dirty Work - Work which a supervisor and staff member agree is of a dirty or offensive nature by comparison with the work normally encountered in the classification concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate of 81 cents per hour above the rate prescribed by this award.
- (iv) Height Money - Staff members working at a height of 7.5 metres from the ground, deck, floor or water shall be paid 81 cents per hour extra and 25 cents per hour extra for every additional 3 metres. Height shall be calculated where it is necessary for the staff member to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect a staff member from falling any further distance. Water level means, in tidal waters, mean water level. This subclause shall not apply to staff members working on a suitable scaffold erected in accordance with the *Work Health and Safety Act 2011*.

- (v) Hot Places - Staff members working in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius shall be paid 81 cents per hour extra; in places where the temperature exceeds 54 degrees Celsius such staff members shall be paid 99 cents per hour extra. Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, staff members shall also be entitled to 20 minutes' rest after every two hours work, without deduction of pay. The temperature shall be decided by the supervisor of the work after consultation with the staff members who claim the extra rate.
- (vi)
- (a) Insulation Material - Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid 66 cents per hour extra, or, if the insulating material be silicate, 99 cents per hour extra, whether they are actually handling such material or not; provided that such insulation material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- (b) Asbestos - A staff member required to work with any materials containing asbestos or to work in close proximity to staff members using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment such staff members shall be paid 81 cents per hour whilst so engaged.
- (vii) Wet Places -
- (a)
- (1) A staff member working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots shall be paid 81 cents per hour extra; provided that this extra rate shall not be payable in respect to a staff member who is provided with suitable and effective protective clothing and/or footwear. A staff member who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- (2) Where a staff member is required to work in the rain, he/she shall be paid 81 cents per hour extra for the time so worked.
- (b) A staff member called upon to work knee-deep in mud or water shall be paid at the rate of \$6.28 per day in addition to ordinary rates of pay prescribed for each day or portion thereof so worked; provided that this subclause shall not apply to a staff member who is provided with suitable protective clothing and/or footwear.
- (viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid \$4.08 per hour. This additional rate shall be regarded as part of the wage rate for all purposes.
- (ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth shall be paid 81 cents per hour.
- (x) Swinging Scaffolds -
- (a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid \$5.83 for the first four hours whilst so engaged, thence \$1.17 per hour thereafter.
- (b) A staff member shall not raise or lower a bosun's chair or swinging scaffold alone and an employer shall not require a staff member to raise or lower a bosun's chair or swinging scaffold alone.

- (xi) Spray Application - A staff member engaged on all spray applications carried out in other than a properly constructed booth approved by the WorkCover Authority shall be paid 81 cents per hour extra.
- (xii) Roof Work - Staff members engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid 99 cents per hour extra with a minimum payment of 99 cents.
- (xiii) Explosive Powered Tools - Staff members required to use explosive powered tools shall be paid 4 cents per hour extra with a minimum payment of \$1.86 per day.
- (xiv) Toxic and Obnoxious Substances -
- (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials or materials of a like nature shall be paid 99 cents per hour extra.
 - (b) In addition, staff members applying such material in buildings which are normally air-conditioned shall be paid 68 cents per hour extra for any time worked when the air-conditioning plant is not operating.
 - (c) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and, in addition, protective clothing shall be supplied where recommended by the Department.
 - (d) Staff members working in close proximity to staff members so engaged shall be paid 81 cents per hour extra.
 - (e) For the purpose of this clause, all materials which are toxic or which include or require the addition of a catalyst hardener and reactive additives or two-pack catalyst system shall be deemed to be materials of a like nature.
- (xv) Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.
- (xvi) Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.

SCHEDULE D

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

	Rate as at 1.7.17 Per annum \$
Outdoor Attendant (Other) 11th year and thereafter. Current incumbents only.	50,104

8. This variation shall take effect on and from 1 July 2017.

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

(1424)

SERIAL C8701

**CROWN EMPLOYEES AGEING, DISABILITY AND HOME CARE –
NSW DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
(COMMUNITY LIVING AWARD) 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2017/177667)

Before Chief Commissioner Kite

30 August 2017

VARIATION

1. Delete Part A, Arrangement of award published 15 January 2016 (378 IG 1542) and insert in lieu thereof the following:

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Hours
6.	Roster of Hours
7.	Part-time Staff Members
8.	Casual Employees
9.	Temporary Employees
10.	Overtime
11.	Sleepovers
12.	Penalty Rates for Shift Work and Weekend Work and Special Working Conditions
13.	Meals
14.	Recreation Leave
15.	Public Holidays
16.	Paid Special Sick Leave
17.	Paid Union Leave
18.	Payment and Particulars of Salary
19.	Accommodation and Amenities
20.	Uniforms and Protective Clothing
21.	Dispute Resolution Procedures
22.	Anti-Discrimination
23.	Association Representatives
24.	Notice Board
25.	Medical Examinations
26.	Deduction of Union Membership Fees
27.	Mobility of Staff
28.	General Conditions

- 29. No Extra Claims
- 30. Area Incidence and Duration

PART B

- Schedule 1 - Monetary Rates
- Schedule 2 - Transitional Arrangements
- Schedule 3 - Allowances
- Schedule 4 - Rostering Principles

2. Insert after clause 3 Salaries, the following new clause:

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (1) The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time employees;
 - (ii) temporary employees, subject to the Department or agency's convenience; and
 - (iii) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause (7).
- (2) For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (3) By mutual agreement with the Department Head, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Department Head; and
 - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Department Head for the benefit provided to or in respect of the employee in accordance with such agreement.
- (4) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (5) The agreement shall be known as a Salary Packaging Agreement.
- (6) Except in accordance with sub-clause (7), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Department Head at the time of signing the Salary Packaging Agreement.
- (7) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- (ii) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (8) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (9) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,

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

- (10) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause (9) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (11) Where the employee makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries of this Award if the Salary Packaging Agreement had not been entered into.
- (12) The Department Head may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (13) The Department Head will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.
3. Insert after subclause (viii) in clause 6, Roster of Hours, the following new subclause:
- (ix) Rosters shall be developed and implemented in accordance with the 'Rostering Principles' at Schedule 3.

4. Insert after clause 15 Public Holidays, the following new clause:

16. Paid Special Sick Leave

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

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

5. Delete subclause (ii) of clause 28 General Conditions of Employment.
6. Delete clause 27, Extra Claims.
7. Insert after clause 28 General Conditions, the following new clause:

29. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Delete Schedule 1 - Monetary Rates of Part B and insert in lieu thereof the following:

PART B

Schedule 1 - Monetary Rates

Classification and Grades	Effective from 1.7.17 Per Annum \$
Disability Support Worker	
Year 1	52,320
Year 2	53,241
Year 3	54,635
Year 4	55,697
Year 5	56,749
Year 6	58,312
Year 7	59,325
Year 8	60,368
Year 9	62,390
Year 10	64,418
Team Leader - One Unit	
Year 1	92,470

Year 2	94,327
Team Leader - Two Units	
Year 1	95,235
Year 2	97,126
Community Support Worker	
Year 1	52,320
Year 2	53,241
Year 3	54,635
Year 4	55,697
Year 5	56,749
Community Worker	
Year 1	56,749
Year 2	58,312
Year 3	60,368
Year 4	63,867
Year 5	66,837
Year 6	70,181
Year 7	73,889
Year 8	74,444
Community Consultant	
Year 1	74,713
Year 2	78,437
Year 3	81,369
Year 4	84,605
Year 5	88,851

9. Delete Table 1 of Schedule 2 - Transitional Arrangements in Part B and insert in lieu thereof the following:

Table 1

Transitional Arrangements for Residential Support Workers Level 2 with 12 months or more service at their current rate of pay who were prevented from further annual increments due to qualification requirements under previous award provisions.

Classification and Grades	1.7.17 Per annum 2.50% \$
Residential Support Worker Level 2	
Year 1	55,697
Year 2	56,749
Year 3	58,312
Year 4	59,325
Year 5	60,368
Year 6	62,390
Disability Support Worker	
Year 5	56,749
Year 6	58,312
Year 7	59,325
Year 8	60,368
Year 9	62,390
Year 10	64,418

10. Delete Schedule 3 - Allowances of Part B and insert in lieu thereof the following:

Schedule 3 - Allowances

Allowances	1.7.17 Per annum 2.50% \$
(i) An officer who is required by the Department to accompany clients on excursions, etc, which necessitate overnight stays shall be paid in allowance equivalent to eight hours at ordinary rates for each overnight stay (ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows	
No of staff Supervised 5 to 10	4,021
No of staff Supervised 11 to 25	6,714
No of staff supervised 26 to 40	9,411
No of staff Supervised 40 +	10,736

11. Insert after Schedule 3 - Allowances of Part B, the following new Schedule:

Schedule 4 - Rostering Principles

- (1) Statement of Intent

These principles are to be adopted by Regions in rostering Disability Support Workers and Team Leaders within Ageing, Disability and Home Care (ADHC). They are to be read in conjunction with the Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2016 (hereafter referred to as the Award).

ADHC is responsible for the delivery of client services in the accommodation and respite business stream. In determining rostering requirements line managers must have regard to the identified client needs requiring staff support, OH&S obligations, management of risk and the allocated budget.

This document set outs the principles to be applied in the rostering of staff in line with the Award provisions.

- (2) Award and General Parameters

- (i) Rosters must meet the needs of ADHC and its clients. In this context ADHC is committed to maximising the flexibility available to employees to balance their work and personal/family obligations.
- (ii) Requests for roster changes due to personal/family obligations should be given favourable consideration where the request can be practicably and reasonably facilitated. So far as possible, reasonable notice should be provided by the employee. In this context Team Leaders need to consider NSW Government policy and legislative requirements regarding accommodating personal and family obligations, and may need to balance competing and/or conflicting requests from staff. The Business link Human Resources section in each Region are available to provide advice to Team Leaders when making rostering decisions.
- (iii) Shifts may be swapped by mutual agreement with the prior approval of the Team Leader.
- (iv) The requirements of Clause 5 "Hours" and Clause 6 "Rosters of Hours" of the Award are to be met. Rosters are to be for a period of 28 calendar days.
- (v) Standard shift lengths for full time employees are 8 or 10 hours.

- (vi) The minimum ordinary hours that may be rostered for permanent/temporary part time or casual employees is 3 hours and ordinary shift lengths will otherwise not exceed normal full time hours.
 - (vii) Clause 6 "Roster of Hours" of the Award sets out the terms and conditions of payment to staff, including the payment of overtime, where alterations are made to a roster.
 - (viii) Where a change in roster occurs within less than 24 hours' notice to the affected staff member all time worked outside that shown on the roster shall be paid at overtime rates.
- (3) Master and Operational Rosters
- (i) Master rosters are developed by Team Leaders in consultation with staff and provided to Coordinators Accommodation and Respite for approval.
 - (ii) Operational rosters are developed by Team Leaders in consultation with staff.
 - (iii) Rosters are not to be used as a mechanism to inappropriately advantage or disadvantage any staff member.
 - (iv) The development of master rosters and any changes to them are to be the subject of consultation with all permanent and temporary staff.
 - (v) Operational rosters are developed from the master roster in consultation with staff. Operational rosters will reflect deviations from the master roster.
 - (vi) An operational roster may be changed at any time to enable the operation of the service to be carried on. Long term or anticipated changes to client needs will be reflected as a change to the master roster.
 - (vii) Operational rosters are to be displayed two weeks in advance of the rostering commencing.
 - (viii) Any change in the displayed operational roster must be notified verbally and in writing, where practical, to the staff member concerned. In all cases a written record of the decision must be kept. Any change to the operational roster which exceeds the cost of the roster budgeted for that location is subject to approval.
- (4) Needs Based Rostering
- (i) All full-time and part-time employees are employed as shift workers on a 24/7 basis in accordance with the Award subject to any part-time work agreements.
 - (ii) The rostering arrangements should be appropriate to the client needs and the staffs' skills.
 - (iii) All staff should be rostered in a way that:
 - (a) is based on rostering need such as capacity for supervision (informal/formal); ability to perform key worker role; and opportunity to work alongside other colleagues.
 - (b) facilitates their attendance at staff meetings and approved professional development and training. Every endeavour is to be made to ensure all staff can attend staff meetings e.g. the immediately prior rostered night shift to be arranged for a person outside the unit.
 - (iv) All employees who have not previously worked in a ADHC Group Home or Respite Unit where they will be required to work are to receive 3 hours of orientation to the unit or more if necessary. The hours for the orientation are to be supernumery for the employee being inducted into the unit.

- (5) Filling of Vacant Shifts - Where the Vacancy Will Not Exceed 5 Working Days
- (i) For vacancies not exceeding 5 working days there is usually a need to supplement the workforce as a consequence of:
 - (a) changing client needs
 - (b) the absence of another employee
 - (c) an emergency.
 - (ii) Vacancies not exceeding 5 working days are to be filled in the following order:
 - (a) Additional hours offered to permanent and/or temporary part-time employees.
 - (b) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (c) Overtime.
 - (d) Agency staff.
 - (iii) In the filling of vacancies not exceeding 5 working days regions should explore options for using existing staff from within the Cluster and also within Region.
 - (iv) Provided that in making the offer of additional, casual or overtime hours, the total number of hours which will be worked by the employee in the fortnight period is taken into account. This is necessary to meet OH&S responsibilities in relation to fatigue management. The working of a maximum of 96 hours per fortnight is considered reasonable
 - (v) All employees are expected to take reasonable steps to fill immediate short term vacancies. The filling of all other vacancies will be the responsibility of the line manager responsible for rostering of that Unit.
 - (vi) Disability Support Workers need not seek the approval of the Team Leader or the on-call officer in filling a short-term vacancy, provided that the offer of hours or work is line with these principles and follows the order set out in (ii) above. However, in emergency situations, particularly in instances where the immediate health and safety of a client or employee is seriously at risk and the Team Leader is not rostered to work, employees may directly contact employees to attend work in the absence of an approval from a manager to do so. Contact is to be made with the line manager responsible for rostering of that Unit as soon as practicable after the engagement has been made.
- (6) Filling of Vacant Shifts - Vacancies Exceeding 5 Days
- (i) Where it is known in advance that there will be a vacant line on a roster and the vacancy is not short term, ADHC's preference is to fill the entire line wherever practicable. The order outlined below will be applied in the first instance to the entire vacancy. If it is found that the vacancy can not be filled by a single staff member, then the vacant shifts will be offered to staff in the following order;
 - (a) Permanent part-time staff to be offered a temporary increase in hours.
 - (b) New temporary contract of employment or variation of contract for existing temporary staff. Where appropriate may also be administered by way of payment of additional hours.
 - (c) Engagement of casual employees at ordinary rates i.e. not overtime work.
 - (d) Overtime.

- (e) Engagement of agency staff.
 - (ii) The Guidelines for the Engagement of Agency staff in Group Homes and Respite Centres are to be consulted where it is proposed to engage agency staff.
- (7) Dispute Resolution
- (i) In the first instance concerns about rostering should be the subject of discussion between the staff members involved and their immediate supervisor. Team meetings or supervision sessions may be the appropriate forum for these discussions. In the case that the matter remains unresolved, the matter should be raised with the Coordinator Accommodation and Respite who will address the issue if necessary with the Manager, Accommodation and Respite.
 - (ii) ADHC will monitor the application of these principles by Regions through the localised joint consultative committees between ADHC and the PSA. Where issues remain unresolved they may be referred to ADHC's Central Office for assistance.
12. This variation shall take effect on and from 1 July 2017.

P. KITE, Chief Commissioner

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(1505)

SERIAL C8722

GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government New South Wales.

(Case No. 2017/166179)

Before Commissioner Seymour

22 June 2017

AWARD

PART A

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	Area, Incidence and Duration
4.	Agreed Objectives
5.	Anti-discrimination
6.	Definitions
7.	Skill Descriptors
8.	Rates of Pay
9.	Salary System
10.	Use of Skills
11.	Payment for Relief Duties/Work
12.	Payment of Employees
13.	Salary Sacrifice
14.	Superannuation Fund Contributions
15.	Allowances, Additional Payments and Expenses
16.	Motor Vehicle Leaseback
17.	Residence
18.	Hours of Work
19.	Overtime
20.	Holidays
21.	Union Picnic Day
22.	Leave Provisions
23.	Flexibility for Work and Family Responsibilities
24.	Phased Retirement
25.	Part-time Employment
26.	Casual Employment
27.	Job Share Employment
28.	Junior and Trainee Employment
29.	Training and Development
30.	Consultative Committees
31.	Term Contracts
32.	Grievance and Dispute Procedures
33.	Disciplinary Procedures
34.	Work Health and Safety
35.	Health and Wellbeing

36. Termination of Employment
37. Council Agreements
37. Workplace Change and Redundancy
39. Savings and Transitional
40. Employee Loyalty/Attendance Bonus

PART B

ANNEXURE - TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

2. Statement of Intent

2.1 Scope

It is the intention of the parties that the "Goldenfields Water County Council Enterprise Award 2017" shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993 (NSW)* or its replacement legislation.

2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993 (NSW)*.

The parties to this Award are the Local Government NSW; Goldenfields Water County Council; the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and the Electrical Trades Union (N.S.W.) of Australia; and the Local Government Engineers Association.

3. Area, Incidence and Duration

3.1 Applicability

This Award shall apply to Goldenfields Water County Council (elsewhere referred to as "Council") and all employees, save and except for employees designated as "senior staff" pursuant to the *Local Government Act 1993 (NSW)*.

3.2 Rescission of 2014 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2014 published 10 September 2015.

3.3 Nominal term

This Award operates from the first full period on or after 1 July 2017 and will remain in force until the first pay period on or after 30 June 2020.

3.4 Negotiation for replacement

The parties agree to commence negotiations for a replacement Enterprise Award no later than twelve months prior to the nominal expiry date of this Award.

4. Agreed Objectives

4.1 The agreed objectives of this Award are:

4.1.1 The parties to this Award are committed to co-operating positively to increase the structural efficiency of the Council and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- 4.1.1.1 Improve skill levels and establish skill-related career paths;
- 4.1.1.2 Eliminate impediments to multi-skilling;
- 4.1.1.3 Broaden the range of tasks which a worker may be required to perform;
- 4.1.1.4 Achieve greater flexibility in workplace practices;
- 4.1.1.5 Eliminate discrimination and sexual harassment;
- 4.1.1.6 Eliminate harassment and bullying;
- 4.1.1.7 Establish rates of pay and conditions that are fair and equitable;
- 4.1.1.8 Work reasonable hours;
- 4.1.1.9 Ensure flexibility for work and family responsibilities; and
- 4.1.1.10 Ensure the delivery of quality services to the community and continuous improvement.

4.1.2 Co-operation between Council and Employees to achieve:

- 4.1.2.1 Management Plan objectives and strategies;
- 4.1.2.2 Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;
- 4.1.2.3 Early fault detection and efficient repair methods;
- 4.1.2.4 Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;
- 4.1.2.5 Action to reduce operating and maintenance costs; and
- 4.1.2.6 Act responsibly in respect to environmental matters.

5. Anti-Discrimination

5.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes without limitation discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

5.2 The parties have obligations pursuant to the dispute procedure 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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

Nothing in this clause is to be taken to affect:

- 5.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- 5.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 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.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.6.2 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."

6. Definitions

- 6.1 Association

"Association" means Local Government NSW.

- 6.2 Council

"Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).

- 6.3 Goldenfields Award

"Goldenfields Water County Council Enterprise Award 2017" as may be varied and/or replaced from time to time.

- 6.5 Union

"Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Australian Manufacturing Workers' Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.

- 6.6 Ordinary Pay

6.6.1 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,

6.6.1.1 Saturday, Sunday and shift penalties

6.6.1.2 Disability allowances

6.6.1.3 Tool allowances

6.6.1.4 On call allowance

6.6.1.5 First aid allowance

6.6.1.6 Community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 11.2 and 22.3.5, 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.

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

6.6.2.1 Overtime payments

6.6.2.2 Camping allowance

6.6.2.3 Travelling allowances

6.6.2.4 Car allowances

6.6.2.5 Meal allowances

6.6.2.6 Living Away From Home Allowance (LAFHA)

6.7 Days

Unless otherwise specified, any reference to 'days' shall mean calendar days.

6.8 Competency based training

"Competency based training" refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

6.9 Superannuation contributions

"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.

6.10 Complying superannuation fund

"Complying superannuation fund" has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).

6.11 Seven day a week rotating roster system

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

6.11.1 Ordinary hours on each of the seven calendar days of the week; and

6.11.2 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

6.11.3 On Public Holidays; and

6.11.4 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 council 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.

7. Skill Descriptors

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

7.1 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 council-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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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 council and represent council 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.

7.8 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 council, 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.

7.9 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.

7.10 Professional / Specialist Band 3, Level 3

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

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 council 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.

7.11 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 council 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 council 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 council 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.

7.12 Executive Band 4

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council 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 council.

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 council 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 council's clients.

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

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

8. Rates of Pay

8.1 Salary System

Council will maintain the salary system to complement the skills-based structure and rates of pay of this Award. The Salary System is a schedule of this Award.

8.2 Weekly Rates

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW) set

out in Table 1 of Part B of this award (i.e. the rates applicable under council's salary system) shall be increased as follows:

8.2.1 On the first full pay period commencing on or after 1st June 2017, by 3%; 2.76% to wages and 0.24% to superannuation; and

8.2.2 On the first full pay period commencing on or after 1st July 2018, by 2.5%

8.2.3 On the first full pay period commencing on or after 1st July 2019, by 2.5 %

8.3 Workers Compensation

The current weekly rate of pay of an employee for the purposes of the *Workers Compensation Act 1987* (NSW), shall be the rate paid to the employee under Council's salary system.

9. Salary System

9.1 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.

9.2 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.

9.3 Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 7 Skills Descriptors of this Award.

9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Assessment for the progression through the salary system shall occur annually.

9.5 Skills for progression relevant to the position/Grade 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 relevant to that grade subject to sub-Clause 9.4.

9.6 Council 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, council will provide one.

9.7 At the time of assessment, council 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.

9.8 The salary system shall include a process by which employees can appeal against their assessment.

9.9 Employees shall have access to the assessment document prior to the assessment and to information regarding the grade, salary range and progression steps of the position.

9.10 Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

10. Use of Skills

10.1 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.

10.2 The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.

- 10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 10.4 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 council to be used as an adjunct to the employee's normal duties.

11. Payment for Relief Duties/Work

- 11.1 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.
- 11.2 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 22.3.5 of this Award.
- 11.3 An employee under this Award 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.

12. Payment of Employees

- 12.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.
- 12.2 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 12.3 Payment shall be by cheque or direct credit to the employee's nominated account.
- 12.4 The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 12.5 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:
- 12.5.1 Alternative duties are available that the employee can usefully perform, or
- 12.5.2 The bushfire or other climatic circumstance occurred outside of the State of New South Wales.

13. Salary Sacrifice

- 13.1 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Council.
- 13.2 Council 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.
- 13.3 Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.

- 13.4 The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- 13.5 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 council and the employee.
- 13.6 The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- 13.7 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 13.8 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.
- 13.9 The value of salary sacrifice benefits and applicable fringe benefits tax shall be treated as ordinary pay for the purposes of calculating overtime and termination payments.
- 13.10 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 13.11 The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 13.12 The council 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.
- 13.13 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 13.14 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 13.15 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996* (NSW), Council shall make superannuation contributions for current employees to their nominated Superannuation Fund.

14.1 Additional Employer Superannuation Contribution

All employees will receive a 0.24% increase to their employer superannuation contribution in addition to their existing arrangements effective from 1 July 2017 to a total amount of 15%.

14.2 Salary Sacrifice Arrangements specific to Superannuation

14.2.1 For the purposes of this subclause:

- I. "Eligible employee" means an employee with at least ten (10) 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).
- 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.

14.2.2 Subject to this clause, eligible employees may, with the consent of the employer, cash out some or all of their Excess LSL.

14.2.3 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 section 4 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.

14.2.4 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.

14.2.5 Notwithstanding clause 13.5 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

15.1 Telephones

An employee who is required to have a landline telephone at their home for Council purposes shall be compensated by Council reimbursing rental fees and business related charges.

15.2 Discretionary provision of mobile phone

Where required, a mobile telephone will be provided by Council with all associated business usage costs including rental, message bank, etc. being met by Council. Private usage of the phone will only be charged if usage incurs Council additional charges.

15.3 Living away from home allowance (LAFHA)

15.3.1 LAHFHA - Operational works

An employee who is required to undertake operational works on behalf of Council, and who is required to remain at the location overnight inside or outside of GWCC's area (including 3rd party projects), shall be provided with suitable accommodation at the expense of Council.

A living away from home allowance (LAFHA - Operational Works) will apply at the rate set out in Annexure - Table 1. The Union and its members will within reason ensure that projects (3rd party outside GWCC's area) requiring travel are adequately staffed to meet contract and/or scheduling requirements.

15.3.2 LAHFHA - Compulsory Training

An employee who is required by Goldenfields to participate in compulsory external training and is required to remain at the location overnight outside GWCC's area, shall be paid a living away from home allowance (LAFHA - Compulsory Training) at the rate set out in Annexure - Table 1.

This clause does not apply to employees who are required to be away from home as a result of attending work-related professional development courses, conferences and/or seminars.

15.4 Incidentals

In addition to 15.3.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home. This shall include but not limited to reasonable costs incurred for carer's responsibilities such as:

15.4.1 Child Care - After school care

15.4.2 Relatives costs to provide assistance due to the spouses absence.

15.5 Disability Allowances

15.5.1 A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in Annexure - Table 1 of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

15.5.1.1 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.

Excepting staff engaged in the following functions:

- Administration
- Finance
- Supervising in Band 2
- Technical Services
- Employees recognised in clause 15.5.1.2 below.

15.5.1.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Annexure - Table 1 of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

- Distribution Staff
- Construction and Support Staff
- Welders

The disability allowance is to compensate for the special disabilities associated with the hours work and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

15.6 Employee Providing Tools

15.6.1 Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid a weekly allowance at the rate set out in Annexure -Table 1 of this Award. -

15.6.2 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.

15.6.3 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.

15.6.4 Compensation of Tools

The council shall reimburse the employee to a maximum per annum as set out Clause 15.6.1 for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council'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.

15.6.5 Provided for the purposes of this clause: -

15.6.5.1 Only tools used by the employee in the course of their employment shall be covered by this clause;

15.6.5.2 The employee shall, if requested to do so, furnish the council with a list of tools so used;

15.6.5.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;

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

15.7 Certificates and Licences

15.7.1 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a WorkCover NSW approved certificate or licence Council shall reimburse the employee for the cost of such certificate or licence.

15.7.2 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a drivers licence other than a Class C (car) or Class R (rider) licence, Council shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) driver's licence.

15.8 Vehicle Allowances

15.8.1 Where, by agreement, and Council 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 as set out in Annexure - Table 1 based on engine capacity for each kilometre of authorised travel.

15.8.2 Council may require an employee to record full details of all such official travel requirements in a log book.

15.8.3 Where the car 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 Clause 15.8.1.

15.8.4 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.

15.9 Travelling Allowance

15.9.1 This subclause shall apply to employees who are required to start and / or finish at a location away from the Council depot, workshop or other agreed starting point.

15.9.2 For the purposes of this subclause "normal starting point" shall mean:

15.9.2.1 A Council workshop or depot;

15.9.2.2 A Council office or building to which the employee is usually assigned;

15.9.2.3 Any other agreed starting and / or finishing point.

15.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point 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 32, Grievance and Dispute Procedures, shall apply.

15.9.4 An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance for each journey as per Clause 15.8.1.

15.9.5 For the purpose of this subclause a residence shall not be recognised as such unless it is situated within the geographic council area. Where the employee resides outside the council's geographic area the travelling allowance is payable from the respondent general purpose council's boundary.

15.9.6 For the purpose of this subclause distance shall mean the nearest trafficable route to work.

15.9.7 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as per Clause 15.8.1.

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

15.9.8 This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.

15.9.9 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 32 of this Award shall be applied.

15.9.10 This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.

15.9.11 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.

15.10 First Aid Work

15.10.1 Where an employee is required by Council to hold a current first aid certificate, to be in charge of a first aid kit, and administer first aid in the event of an incident, and the use of such skills are not paid in accordance to the salary system established by Council, the employee shall be paid an allowance as set out in Annexure - Table 1.

15.10.2 All outdoor employee's due to the nature of their work, which may be remote, are required by Council to hold a current first aid certificate, to be in charge of a first aid kit (which they will keep up to date at Councils cost) and to administer first aid in the event of an incident. This will be an inherent requirement of their role. In return, Council will pay all outdoor employees an allowance as set out in Annexure - Table 1.

15.10.3 In the instance where an indoor employee is required to work outdoors, and holds a current first aid certificate, and is required to administer first aid in the event of an incident, they will be paid the allowance as set out in Annexure - Table 1 for the required period.

15.11 Meal Allowance

15.11.1 A meal allowance set out in Table 1 of Part B shall be paid to employees instructed to work overtime:

15.11.1.1 For two hours or more prior to their agreed commencing time, or

15.11.1.2 For two hours immediately after their agreed finishing time and after subsequent periods of four hours, or

15.11.1.3 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.

15.12 Civil Liability - Engineering Professionals

15.12.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the Council, an employee who is an engineering professional:

15.12.2 Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

15.12.3 Such assets may give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid an allowance in addition to the weekly rate of 3.5%.

15.12.4 The provision in Clause 15.12.3 above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

15.13 Accreditation of council employees by the Building Professionals Board

Where an employee is required by council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the Council shall:

- 15.13.1 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
- 15.13.2 Grant paid leave to attend course requirements in accordance with subclause (4) of Clause 29, Training and Development, of this Award.

15.14 Market Premium Allowance

- 15.14.1 Council may at any time identify a position or a series of positions to which it wishes to pay a market premium. This will normally occur when a shortage in the market of a specific discipline or skillset occurs. The identification of these positions shall entirely be a decision for Council.
- 15.14.2 Council may offer a premium for a fixed term over and above that identified in the salary system. This will generally be set as a percentage premium, for a set period of one to two years. The premium shall be applicable to all positions identified, both current and proposed employees until the end of that period.
- 15.14.3 At the end of the identified period the premium will be withdrawn and any employees shall revert back to the rates of pay identified in the salary system.

15.15 Attraction/Retention Allowance

- 15.15.1 Council may at any time identify an employee that they wish to retain or a role that they wish to offer more for and offer an additional allowance above the rate established in this salary system.
- 15.15.2 This allowance may be a one off amount or be fixed for a period of time. It is associated with an individual and will not be generally offered. Allowances made for a fixed period of time shall cease at the end of the identified period.
- 15.15.3 The Attraction / Retention Allowance will remain a confidential arrangement between Council and a specific employee.

16. Motor Vehicle Leaseback

16.1 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.

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

- 16.1.1 Whether the vehicle was offered as an incentive to attract and/or retain the employee; and
- 16.1.2 The period that the employee has had access to a leaseback vehicle.

16.2 Termination of leaseback vehicle arrangement

16.2.1 Condition of employment - Unless otherwise provided in this clause, where Council 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.

16.2.2 Not a condition of employment - Unless otherwise provided, where Council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of twelve (12) months written notice of termination of the arrangement.

16.2.3 Other - Council 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 Council that does not include access to a leaseback vehicle.

16.3 Variation of leaseback vehicle arrangements

16.3.1 Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee.

16.3.2 Variations to leaseback fees - Council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or 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), whichever is the greater. 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).

16.3.3 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, Council 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 (16.3.2) above shall not apply. In the absence of agreement, Clause 32, Grievance and Disputes Procedures, shall apply.

17. Residence

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

18. Hours of Work

18.1 General

18.1.1 Spread of Hours

Council and its employees agree that the following fundamental objectives shall be considered in determining how an employee's working hours are to be structured under this Award:

18.1.1.1 the most efficient means of delivery of services;

18.1.1.2 the most effective way of servicing the customer; and

18.1.1.3 the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

18.1.2 Starting and Finishing Times

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

18.1.3 Ordinary Hours of Work

18.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m and 6:00p.m., Monday to Friday.

18.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.

18.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:

Administration;

Engineering (Professional and Trainees);

Executive Band;

Finance;

18.1.3.4 Management will, with employee input, arrange rosters ensuring Council and employees derive maximum benefit from rostered days off; and avoid conflicts between rostered days and public holidays. In order to meet anticipated customer service commitments and minimum staffing levels, rostered days may not be for all employees on Mondays or Fridays; there may be mutually acceptable arrangements with individual employees for an alternative day off during a particular period.

18.1.3.5 Employees, with the approval of Council, may defer up to four rostered days off per annum. Such deferred days shall be added to accrued time.

18.1.3.6 At Council's request and with the employee's agreement, an employee working a rostered day off, they may elect to be paid for such day at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement.

18.1.3.7 Employees called out to perform duties either as an on call officer or as a call-out giving rise to a ten hour break on the following day as required by clause 19 of this Award, and the following day is an RDO, the employee/s shall have the right to defer their RDO to another mutually agreed time.

18.2 Water treatment plant work

18.2.1 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees whether usually engaged on a "shift work" or "normal hours" basis who undertake pre-arranged overtime duties. An employee undertaking pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount in the Annexure to this Award, with payment being inclusive for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

18.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.

18.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted accrue one day additional annual leave.

18.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 19.2 of this Award; and the provisions of 19.2.6 are specifically excluded under this Clause.

18.2.5 If Council requires an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (19.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

18.3 Shift work (Water Treatment Plant Operators)

18.3.1 Shift workers are required to work a five plus four day, two shift system, spread over nine weekdays and, except as provided hereunder, generally in accordance with the provisions of Clause 18.1 (General).

18.3.2 The ordinary working hours of such employees shall not exceed 76 hours in any 14 consecutive days.

18.3.3 A shift allowance of 15% of the ordinary daily rate of pay shall be paid to shift workers provided for in this subclause for work on any shift which starts or finishes outside the times of 7:00 am and 5:00 pm.

18.3.4 The method of working shifts may in any case be varied by agreement between Council and the affected employee(s) to meet the circumstances of the establishment. The times of commencing and finishing shifts may be varied by agreement between Council and such employees to meet the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by Council to the affected employee(s).

18.3.5 In agreement with their Supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed, provided there is no disruption to normal Plant operations.

18.3.6 The shift roster is to commence on a weekday for a seven day period, of which the ordinary weekdays will be worked on a shift work basis and weekend days (and any public holidays) shall be worked and paid for in accordance with subclause 18.2.1.2. Employees will continue to rotate duties between "operation" and "maintenance" each alternate week.

18.3.7 Meal times

18.3.7.1 Shift workers shall be allowed, in each ordinary working shift, a meal crib of twenty minutes, which shall be treated as part of the shift and paid accordingly.

18.3.8 Overtime meal breaks

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

19. Overtime

19.1 General

19.1.1 It is a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.

- 19.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.
- 19.1.3 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.
- 19.1.4 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.
- 19.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.
- 19.1.6 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- 19.1.7 An employee (other than a casual) who works four or more hour's overtime:
- 19.1.7.1 Between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
- 19.1.7.2 On days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day, shall be released after 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 having had 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.
- This subclause only applies to employees who are on call or called back to work:
- 19.1.7.3 For four hours or more, or
- 19.1.7.4 On consecutive days without having had a ten hour break, or
- 19.1.7.5 On more than one occasion during the day outside of the four hour period.
- 19.1.8 Where there is prior agreement between Council 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. This subclause shall not apply to employees who are on call or called back to work.
- 19.1.9 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 Council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- 19.1.10 Subject to sub-Clause 19.1.11, Council may require an employee to work reasonable overtime at overtime rates.

- 19.1.11 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.
- 19.1.12 For the purposes of sub-Clause 19.1.11, what is unreasonable or otherwise will be determined having regard to:
- 19.1.12.1 Any risk to the employee;
 - 19.1.12.2 The employee's personal circumstances including any family and carer responsibilities;
 - 19.1.12.3 The needs of the workplace;
 - 19.1.12.4 The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
 - 19.1.12.5 Any other matter.

19.2 On call

- 19.2.1 An employee is "On Call" if Council requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The On Call period will commence on a weekday for a seven day period. It is intended that no employee will be required to participate in an On Call roster for any more than two weeks in any ten week period. To allow Council flexibility when faced with unforeseen staff shortages, employees may be required to undertake additional on call periods however such additional periods are not to exceed five weeks in any ten week period.

On Call work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

- 19.2.2 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first two hours of call out work performed during each rostered period. These two hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday and Award Holidays.
- 19.2.3 Normal overtime penalty rates will accrue after two hours of work performed during the On Call period.
- 19.2.4 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.
- 19.2.5 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of the last activity and prior to the resumption of normal work.
- 19.2.6 An On Call employee must be able to be contacted and commence duty in response to a call-out within 15 minutes.

19.3 Call Back

- 19.3.1 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.
- 19.3.2 Any employee who is called back to work as defined in subclause 19.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled.

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.

Ordinarily 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.

19.4 Duty Officer

- 19.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, as the principal contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will participate in a duty roster for any more than two weeks in any ten week period. In unusual circumstances employees may be required to undertake additional Duty Officer periods which are not to exceed five weeks in any ten week period.
- 19.4.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.
- 19.4.3 A Duty Officer must be able to be contacted at all times while on roster.
- 19.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:
- 19.4.4.1 Any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and
- 19.4.4.2 Any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.
- 19.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.
- 19.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.
- 19.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.

19.5 Duty Officer - "Second Call"

- 19.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 19.4 above; with the exception of Clause 19.4.5.
- 19.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

20. Holidays

- 20.1 These Public Holidays shall be observed: 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. It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the general purpose council area of such local proclamation.
- 20.2 In addition to the days provided for in clause 20.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause.
- 20.3 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.
- 20.4 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.
- 20.5 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.
- 20.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council 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.
- 20.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

21. Union Picnic Day

- 21.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for permanent employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s). Permanent employees who are not rostered on the day deemed as a Union Picnic day will have an alternate day allocated as agreed by the employee.
- 21.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day. Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 21.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.
- 21.4 Where Council approves or grants non-financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.
- 21.5 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.

22. Leave Provisions

In addition to the provisions of the Award, the following supplementary Leave Provisions shall apply to employees of Council.

22.1 Sick leave

22.1.1 Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:

- 22.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 22.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 22.1.1.3 proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 or more concurrent working days; and
- 22.1.1.4 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
- 22.1.1.5 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.
- 22.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 22.1.1.7 The council may require employees to attend a doctor nominated by council at council's cost.
- 22.1.1.8 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.
- 22.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council 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 Council and appointment to the service of another council 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.
- 22.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 22.1.1.11 Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.

22.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.

22.1.3 Illness During Annual and Long Service Leave

If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:

- 22.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and
- 22.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.

22.2 Carers Leave

22.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.2.7.2 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 20.1, 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.

22.2.2 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.

22.2.3 Where more than ten days' sick leave in any year of service is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.

22.2.4 Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 32 of this Award should be followed.

22.2.5 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.

22.2.6 Council may require the employee to provide proof of the need for carer's leave as follows:

- 22.2.6.1 Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes Council 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
- 22.2.6.2 More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes Council 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
- 22.2.6.3 Establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

22.2.7 The entitlement to use sick leave in accordance with this subclause is subject to:

- 22.2.7.1 The employee being responsible for the care of the person concerned; and

- 22.2.7.2 The person concerned being:
- 22.2.7.2.1 A spouse of the employee; or
- 22.2.7.2.2 A de facto spouse and/or same sex partner, 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
- 22.2.7.2.3 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
- 22.2.7.2.4 A relative of the employee who is a member of the same household, where for the purposes of this Clause:
- 22.2.7.2.4.1 'Relative' means a person related by blood, marriage or affinity;
- 22.2.7.2.4.2 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 22.2.7.2.4.3 'Household' means a family group living in the same domestic dwelling.
- 22.2.7.3 An employee may with Council approval, take unpaid leave to provide care and support to a class of person set out in subclause 22.2.7.2 above who is ill or who requires care due to an unexpected emergency.
- 22.2.7.4 An employee shall, wherever practicable, give Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

22.2.8 Carer's Entitlement for Casual Employees

- 22.2.8.1 Subject to the evidentiary and notice requirements in subclauses 22.2.6 and 22.2.9 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 22.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 22.2.8.2 Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 22.2.8.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

22.2.9 Time off in Lieu of Payment for Overtime

An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 19 of this Award for

the purpose of providing care and support for a person in accordance with subclause 22.2.7.2 above.

22.2.10 Make-up time

An employee may elect, with the consent of Council, 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 22.2.7 above.

22.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above. Such leave shall be taken in accordance with Clause 22.3, Annual Leave and Clause 22.13 Leave Without Pay of this Award.

22.3 Annual Leave

22.3.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in subclause 22.3.2 of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter Council and the employee.

22.3.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

22.3.2.1 Where the employee has accumulated in excess of eight weeks annual leave

22.3.2.2 A period of annual close-down of up to and including 4 weeks. Provided that:

22.3.2.2.1 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 22.3.1 of this clause.

22.3.2.2.2 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, council 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.

22.3.2.2.3 In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council 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.

22.3.2.2.4 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

22.3.3 Payment to an employee proceeding on annual leave shall be made Council 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.

22.3.4 On resignation or termination of employment, Council shall pay to the employee:

22.3.4.1 Their ordinary rate of pay for all untaken leave credited for completed years of service, and

22.3.4.2 For an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

22.3.5 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.

22.4 Long service leave

22.4.1 Rate of Accrual

Except as otherwise provided in this Clause, employees shall accrue and Council shall credit each employee long service leave on ordinary pay after each period of continuous service with Council on the following basis:

22.4.1.1 On completion of five years service, 6.5 weeks

22.4.1.2 On completion of ten years service, a further 6.5 weeks

22.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year

22.4.1.4 After completion of each subsequent year, 2.7 weeks per year

22.4.2 Termination of Service

Where an employee has completed more than five years service 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 ten years; and thereafter at the annual rates stipulated in Clause 22.4.1 above; shall be paid to such employee on termination.

22.4.3 Continuous Service

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

22.4.3.1 All approved paid leave

22.4.3.2 Subject also to Sub-clauses 22.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.

22.4.3.3 Employment as a part-time employee

22.4.3.4 For the purpose of calculating long service leave entitlement in accordance with Clause 22.4.1 all prior continuous service with any other Government Department or Local Government Body employer within New South Wales shall be deemed to be service with the employer by which the employee is currently employed.

- 22.4.3.5 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.
- 22.4.3.6 For the purpose of this clause, service shall include the following periods:
- 22.4.3.6.1 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.
- 22.4.3.6.2 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.
- 22.4.3.6.3 Service shall mean all service with the employer irrespective of the classification under which the employee was employed.
- 22.4.3.7 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.
- 22.4.3.8 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. 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.
- 22.4.3.9 The employer which has received under clause 22.4.3.8 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.
- 22.4.3.10 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.
- 22.4.3.11 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.
- 22.4.3.12 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 reemployed by the same employer

within 12 months of termination of service, prior service shall be counted for the purpose of this clause

22.4.4 For those employees whose continuous service, as defined at Clause 22.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:

22.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

22.4.4.2 For that period of service with Council; at the amount of leave prescribed at Clause 22.4.1 of this Award.

22.4.5 Full Pay, Half Pay, Double Pay

An employee who is entitled to long service leave may, with the consent of Council, take long service leave:

22.4.5.1 On full pay; or

22.4.5.2 On half pay; or

22.4.5.3 On double pay.

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

22.4.6.1 A period of leave on full pay - the number of days so taken; or

22.4.6.2 A period of leave on half pay -half the number of days so taken; or

22.4.6.3 A period of leave on double pay - twice the number of days so taken.

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

22.4.7.1 A period of leave on full pay - the number of days so taken; or

22.4.7.2 A period of leave on half pay -half the number of days so taken; or

22.4.7.3 A period of leave on double pay -the number of days so taken.

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

22.5 Parental Leave (General)

Relationship with federal legislation - Clauses 22.5, 22.6, 22.7, and 22.9 of this Award shall apply in addition to:

22.5.1 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); as amended from time to time.

22.5.2 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

22.6 Requests for flexible work arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act* 2009, shall apply.

22.7 Paid Parental Leave

22.7.1 Definitions - in this clause:

- 22.7.1.1 PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act* 2010 (Cth).
- 22.7.1.2 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.

22.7.2 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 Council immediately prior to the commencement of paid leave.

22.7.3 Entitlement to parental leave make-up pay

- 22.7.3.1 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.
- 22.7.3.2 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.
- 22.7.3.3 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 council for at least 3 months since their previous period of parental leave.

22.7.4 Employee's right to choose

- 22.7.4.1 Female employee who have had 12 months continuous service immediately prior to the commencement of maternity leave or special maternity leave may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions set out in clauses 22.8 in lieu of the entitlement to parental leave make-up pay under this award.
- 22.7.4.2 This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

22.8 Paid Maternity Leave and Paid Special Maternity Leave

- 22.8.1 In accordance with clause 22.7.4 Employee's right to choose, eligible employees may elect to receive paid maternity leave or paid special maternity leave in lieu of make-up pay.
- 22.8.2 Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- 22.8.3 Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- 22.8.4 An employee shall be entitled to a total of 9 weeks paid maternity leave or special maternity leave on full pay; or 18 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 9 weeks on full pay.
- 22.8.5 The employee choose to commence paid maternity leave before the expected date of the birth.
- 22.8.6 Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 104 weeks.
- 22.8.7 Employees may take periods of annual leave and long service leave during unpaid maternity leave at half pay, provided the total period of all leave does not exceed 104 weeks.
- 22.8.8 The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- 22.8.9 Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- 22.8.10 Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- 22.8.11 Paid maternity leave and paid special maternity leave shall be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity leave or annual or long service leave on half pay, the public holiday shall also be paid at half pay. Further, all entitlements shall accrue during periods of leave at half pay on a proportionate basis.
- 22.8.12 Notice of intention to take paid maternity leave
- 22.8.12.1 The employee must: provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice. The employee must also advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

22.8.12.2 The employee must provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

22.8.13 The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the general manager.

22.9 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days 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 council immediately prior to the commencement of their concurrent parental leave.

22.10 Adoption Leave

22.10.1 Eligibility

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

22.10.2 Pre-adoption Leave

22.10.2.1 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.

22.10.2.2 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

22.10.2.3 Single continuous period of up to 2 days; or

22.10.2.4 Any separate periods to which the employee and council agree.

22.9.3 Adoption Leave

22.10.3.1 An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

22.10.3.2 Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

22.10.3.3 This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

22.11 Other paid leave

22.10.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council 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 Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

22.10.2 Union Training Leave

Council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

22.10.3 Union Conference Leave

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

22.12 Bereavement leave

22.11.1 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:

22.11.1.1 Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or

22.11.1.2 Up to two days paid bereavement leave upon the death of a member of the employee's extended family;

22.11.2 For the purposes of this clause, immediate family shall mean the following:

22.11.2.1 a spouse or de facto partner of the employee;

22.11.2.2 a child of the employee;

22.11.2.3 a parent of the employee;

22.11.2.4 a sibling of the employee;

22.11.2.5 a grandchild of the employee;

22.11.2.6 a child of the spouse or de facto partner of the employee;

22.11.2.7 a parent of the spouse or de facto partner of the employee;

22.11.2.8 a sibling of the spouse or de facto partner of the employee; or

22.11.2.9 a grandchild of the spouse or de facto partner of the employee; or

22.11.2.10 a member of the employee's extended family living in the same domestic dwelling as the employee.

22.11.3 For the purposes of this clause, extended family shall mean the following:

22.11.3.1 a niece of the employee;

22.11.3.2 a nephew of the employee;

22.11.3.3 an uncle of the employee;

- 22.11.3.4 an aunt of the employee;
 - 22.11.3.5 a grandparent of the employee;
 - 22.11.3.6 a grandparent of the spouse or de facto partner of the employee;
 - 22.11.3.7 the spouse or de-facto partner of the employee's child (son in law or daughter in law).
- 22.11.4 The employer may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- 22.11.5 Bereavement Entitlements for Casual Employees
- 22.11.5.1 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 clauses 22.11.1 to 22.11.4.
 - 22.11.5.2 The casual employee is not entitled to any payment for the period of non-attendance.
 - 22.11.5.3 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.
- 22.12 Emergency service leave
- 22.12.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.
 - 22.12.2 The releasing of such employees shall be subject to the following:
 - 22.12.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.
 - 22.12.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employee's participation in the event.
- 22.1 Leave without pay
- 22.13.1 Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
 - 22.13.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

23. Flexibility for Work and Family Responsibilities

- 23.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.

- 23.2 Flexible work and leave arrangements include but are not limited to:
- 23.2.1 Make up time;
 - 23.2.2 Flexi time;
 - 23.2.3 Time in lieu;
 - 23.2.4 Leave without pay;
 - 23.2.5 Annual leave;
 - 23.2.6 Part-time work;
 - 23.2.7 Job share arrangements;
 - 23.2.8 Variations to ordinary hours and rosters;
 - 23.2.9 Purchased additional annual leave arrangements; and arrangements to accommodate breastfeeding women.
- 23.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

24. Phased Retirement

- 24.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 24.2 Examples of flexible work and leave arrangements include:
- 24.2.1 Part-time work;
 - 24.2.2 Flexi time;
 - 24.2.3 Leave without pay;
 - 24.2.4 Job sharing arrangements;
 - 24.2.5 Variations to ordinary hours and rosters;
 - 24.2.6 Job redesign; and
 - 24.2.7 Purchased additional annual leave arrangements.
- 24.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Council or the employee.

25. Part-Time Employment

- 25.1 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.

- 25.2 Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:
- 25.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
 - 25.2.2 The nature of the work to be performed.
 - 25.2.3 The rate of pay as paid in accordance with this Award
- 25.3 The conditions may also stipulate the period of part-time employment.
- 25.4 The conditions may be varied by consent between the employer and the employee.
- 25.5 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.
- 25.6 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.
- 25.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 25.8 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.
- 25.9 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.
- 25.10 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.
- 25.11 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

- 26.1 A casual employee shall mean an employee engaged on a day to day basis.
- 26.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18, Hours of Work.
- 26.3 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 19.1.3 of the Award. The penalties are calculated on the ordinary hourly rate.
- 26.4 Casual employees who work outside the relevant spread of hours identified at clause 18.1.3 are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 26.5 Subject to clause 18.1.3, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 18.1.3.

- 26.6 In addition to the amounts prescribed by subclause 26.2 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed in Clause 22.7. Casual loading is not payable on overtime.
- 26.7 Casual employees engaged on a regular and systematic basis shall:
- 26.7.1 Have access to annual assessment under council's salary system.
- 26.7.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 26.8 A casual employee shall not replace an employee of Council on a permanent basis.
- 26.9 Carer's entitlements shall be available for casual employees as set out in clause 22.2.8.
- 26.10 Bereavement entitlements shall be available for casual employees as set out in Clause 22. 14, except that the provisions will be extended to benefit same sex partners.

27. Job Share Employment

- 27.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 27.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 27.3 Such agreement shall be referred to the consultative committee for information.
- 27.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 27.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 18, Hours of Work of this Award.
- 27.6 The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 27.7 In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 27.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 27.9 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.
- 27.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 27.11 Job sharers shall have access to all provisions of this Award including training and development.
- 27.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 27.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

- 27.14 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.
- 27.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 27.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

28. Junior and Trainee Employment

28.1 General

28.1.1 The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.

28.1.2 Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

28.2 Junior employment

28.2.1 The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).

28.2.2 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.

28.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

28.3 Trainee employment and apprenticeships

28.3.1 The rate of pay as provided for in Band 1/Level 1 are payable to employees undertaking entry level training.

28.3.2 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.

28.3.3 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.

28.3.4 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

28.3.5 In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:

28.3.5.1 The term of the apprenticeship;

28.3.5.2 The course of studies to be undertaken by the apprentice;

28.3.5.3 The course of on the job training to be undertaken by the apprentice.

28.4 School based apprentices

28.4.1 The object of sub-clause 28.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the *Apprenticeship and Traineeship Act 2001*.

- 28.4.2 The hourly rates for school based 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 in accordance with Clause 18, Hours of Work.
- 28.4.3 For the purpose of subclause (28.4.2), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 28.4.4 School based 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.
- 28.4.5 Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

28.5 Government funded traineeships

- 28.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
- 28.5.2 The system is neither designed nor intended for those who are already trained and job ready.
- 28.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- 28.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- 28.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.
- 28.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- 28.5.7 The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 28.5.8 The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 28.5.9 Training shall be directed at:
- 28.5.9.1 The achievement of key competencies required for successful participation in the workplace and/or
- 28.5.9.2 The achievement of competencies required for successful participation in an industry.
- 28.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.

- 28.5.11 Sub-clause 28.5 of this clause does not apply to apprentices.
- 28.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the Council was bound by this Award.
- 28.5.13 Trainees shall not displace existing employees from employment.
- 28.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 28.5.15 The provisions of subclause (28.5.14) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1/Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 28.5.16 A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council 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. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 28.5.17 Council 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.
- 28.5.18 Where Council 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.
- 28.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council 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.
- 28.5.20 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 Traineeship Agreement.
- 28.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- 28.5.22 Wages
- 28.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
- 28.5.22.2 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.

29. Training and Development

- 29.1 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:

- 29.1.1 Developing a more highly skilled and flexible workforce
 - 29.1.2 Providing employees with opportunities through appropriate education and training to acquire additional skills and
 - 29.1.3 Removing barriers to the utilisation of skills in accordance with councils' training plans.
- 29.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- 29.2.1 Be consistent with Council's training plan
 - 29.2.2 Enable employees to acquire the range of skills they are required to apply in their positions
 - 29.2.3 Enhance employees' opportunities for mobility through councils' organisation structures, through participation in Councils' training plans.
- 29.3 Training Plan and Budget
- 29.3.1 Council shall develop a training plan and budget consistent with:
 - 29.3.1.1 The current and future skill requirements of Council.
 - 29.3.1.2 The size, structure and nature of the operations of Council.
 - 29.3.1.3 The need to develop vocational skills relevant to Council and the Local Government industry.
 - 29.3.2 In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
 - 29.3.3 The training plan shall be designed in consultation with the consultative committee.
 - 29.3.4 The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
 - 29.3.5 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.
 - 29.3.6 Selection of participants to receive Council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- 29.4 If an employee is required by council to undertake training in accordance with Council's training plan:
- 29.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
 - 29.4.2 Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
 - 29.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
 - 29.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
 - 29.4.5 Reasonable travel arrangements shall be agreed; and

- 29.4.6 Where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 29.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not Council'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 Council 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. Council may pay course fees at its discretion.
- 29.6 Development of a Competency Based Training System
- 29.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- 29.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- 29.6.2.1 That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
- 29.6.2.2 That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
- 29.6.2.3 That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
- 29.6.2.4 That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

30. Consultative Committees

30.1 Aim

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

- 30.1.1 Provide a forum for consultation between Council and its employees;
- 30.1.2 Positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

30.2 Size and composition

- 30.2.1 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions which are parties to this Award, and such agreement shall not be unreasonably withheld.
- 30.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.

30.2.3 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.

30.3 Scope of consultative committees

30.3.1 The functions of the consultative committee shall include, but is not limited to:

- 30.3.1.1 Award implementation
- 30.3.1.2 Training
- 30.3.1.3 Consultation with regard to organisation restructure
- 30.3.1.4 Job redesign
- 30.3.1.5 Salary systems
- 30.3.1.6 Communication and education mechanisms
- 30.3.1.7 Performance management systems
- 30.3.1.8 Changes to variable working hours arrangements for new or vacant positions
- 30.3.1.9 Local government reform
- 30.3.1.10 Proposed variations to leaseback vehicle arrangements.

30.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 32 Grievance and Disputes Procedures.

30.4 Meetings and support services

30.4.1 The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Council should note the dissenting views.

30.4.2 The consultative committee shall meet as required

30.5 Employee nominations

Employees shall nominate employee representatives on the Consultative Committee.

30.6 Appointment and promotion

30.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:

- 30.6.1.1 Request in writing the reasons as to why they were not appointed; and
- 30.6.1.2 Upon such request Council shall provide the reasons in writing.

31. Term Contracts

31.1 A Council may only employ a person on a term contract of employment in the following situations:

31.1.1 For the life of a specific task or project that has a definable work activity, or

- 31.1.2 To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
- 31.1.3 To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
- 31.1.4 To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
- 31.1.5 To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
- 31.1.6 To trial a new work area, provided that the duration is no longer than is reasonably necessary to trial the new work area, or
- 31.1.7 To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;
- 31.1.8 To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).

32. Grievance and Dispute Procedures

32.1 Right to representation

During the procedure, the employee(s) may be represented by their union, or its local representative or other support person; and Council represented by Local Government NSW or other representative.

32.2 Delegate access to management

The union delegate where prior approval is sought shall have reasonable opportunity to discuss disputes with management and employees without loss of pay. Such approval will not be unreasonably withheld.

32.3 Procedure

A grievance or dispute shall be dealt with as follows:

- 32.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
- 32.3.2 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.
- 32.3.3 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.
- 32.3.4 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.
- 32.3.5 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.

32.4 Industrial Registrar

The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

32.5 Status Quo during negotiation

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.

32.6 Role of IRC

The Parties agree the powers of the Commission including conciliation and arbitration will be utilised should a dispute remain unresolved.

33. Disciplinary Procedures

33.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

33.1.1 Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

33.1.2 Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.

33.1.3 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.

33.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.

33.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

33.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

33.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:

33.2.1.1 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.

33.2.1.2 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.

33.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.

33.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.

33.2.1.5 By agreement an employee may be transferred to another position or place of work.

33.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.

33.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.

33.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 35, Termination of Employment of this Award.

33.2.5 Be entitled to request the presence of a union representative at any stage.

33.3 Procedures

33.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.

33.3.2 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.

33.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

33.3.4 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.

33.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

33.3.6 All formal warnings shall be in writing.

33.3.7 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.

33.4 Penalties

After complying with the requirements above, Council may:

33.4.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.

33.4.2 Suspend an employee without pay from work for a specified period of time.

33.4.3 Terminate the employment of the employee.

34. Work Health and Safety

34.1 Statement of Intent

The parties to the Award are committed to co-operating positively to:

34.1.1 promote the safety and welfare of workers and other people in the workplace;

34.1.2 Eliminate unsafe work practices; and

34.1.3 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.

34.1.4 Further information and resources are available from the following organisations:

34.1.5 Safe Work Australia: www.safeworkaustralia.gov.au

34.2 Accommodation and shelter

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the *Work Health and Safety Act and Regulations*.

34.3 Provision of equipment and uniforms

All safety equipment and compulsory uniforms will be provided by Council free of charge and be replaced on the basis of fair wear and tear.

34.4 Inclement weather

Council will provide all employees required to work outdoors in wet weather with suitable wet weather clothing. Council further undertakes to provide gainful employment for staff at all times; and guarantees that no employee will be stood down as a result of inclement weather.

34.5 Specific provisions

34.5.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

34.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.

34.5.3 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.

34.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.

34.5.5 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.

34.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.

34.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.

34.5.8 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.

34.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous council 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.

34.6 Labour Hire and Contract Businesses

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

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

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

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

34.6.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

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

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

34.6.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

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

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

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

35. Health and Wellbeing

- 35.1 The parties to the Award recognise that 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.
- 35.2 Council commits to the development of a Health and Wellbeing Strategy. This strategy shall be in place by December 2017. This strategy will be developed in consultation with employees and unions, and include a number of strategies to demonstrate Council’s ongoing commitment to employee’s health and well-being.

36. Termination of Employment

- 36.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to council 2 weeks’ notice of their intention to terminate their employment.
- 36.2 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 an employer in subclause (36.5) of this clause.

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

- 36.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.
- 36.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (36.5) shall not apply.
- 36.5 Council 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

- 36.6 The provision of this clause shall be read subject to the provisions of Clause 37, Workplace Change and Redundancy, of this Award.

37. Workplace Change and Redundancy

- 37.1 Council's Duty to Notify
 - 37.1.1 Where Council (the General Manager) has made a decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.
 - 37.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

37.2 Council's Duty to Discuss Change

- 37.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 37.1.1 and 37.1.2 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.
- 37.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 37.1.1 and 37.1.2 of this clause.
- 37.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

37.3 Discussion Before Termination

- 37.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 37.1.1 and 37.1.2 of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly affected and with the union to which they belong.
- 37.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of Clause 37.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of 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.
- 37.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

37.4 Notice to Centrelink

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

37.5 Notice of Termination

- 37.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.
- 37.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:
- 37.5.2.1 Three (3) months' notice of termination or
 - 37.5.2.2 Payment in lieu of the notice in sub-Clause 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 37.5.2.3 Notice or payment of notice under this Clause shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

37.6 Redundancy

- 37.6.1 This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 37.6.2 In addition to any required period of notice, and subject to subclause 37.5 of this Clause, the employee shall be entitled to severance pay as follows:

In the event of an employee's service being terminated due to redundancy, Severance Pay shall be calculated on the basis of the following:

Completed Years Service with Council	Entitlement
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay
Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay per year of service, no maximum

38. Council Agreements

- 38.1 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 council and its employees.
- 38.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 38.2.1 The extent of the agreement shall be limited to the Award's Clause 12, Payment of Employees; Clause 15 subclause 15.9, Travelling Clause 18, Hours of Work; Clause 19, Overtime, Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
- 38.2.2 The agreement does not provide less than the entry level rates of pay;
- 38.2.3 The agreement is consistent with the *Industrial Relations Act* 1996 (NSW) and current wage fixing principles; and
- 38.2.4 The agreement shall be processed in accordance with subclause 38.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in Clause 38.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.

38.3 A Council Agreement shall be processed as follows:

38.3.1 The unions shall be notified prior to the commencement of negotiations;

38.3.2 The agreement has been genuinely arrived at by negotiation without compulsion;

38.3.3 The agreement shall be committed to writing and shall include a date of operation and a date of expiration;

38.3.4 The council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;

38.3.5 Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

39. Savings and Transitional

39.1 No net detriment or reduction in ordinary rate of pay

No employee shall suffer a net detriment as a result of implementation of this Award nor shall an employee suffer a reduction in their ordinary rate of pay as a result of any transfer to Council's salary system.

Salary system implementation

39.1.1 In the instance where the parties to the Award agree that a new Salary Structure or Salary Progression process is required, if the new structure and progressional guidelines have not been implemented and an annual assessment of an employee has not been undertaken by Council, then an employee will be able to progress to the next salary step automatically if the employee has available steps in their range within the old structure. Once an evaluation is complete and if identified that an employee does not meet the progressional criteria then the appropriate training may be undertaken to meet that skill level. Council will backdate increases that are determined from the implementation of the Salary Structure to either the appropriate date identified for the utilisation of the Skills, or to the commencement of this Award, whichever is appropriate.

39.1.2 The parties to the Award shall be involved in all aspects of the process of developing and implementing the Progressional Guidelines for the Skill Structure. Further variations to the Progression Guidelines will only be effected after consultation with the parties to the Award.

40. Employee Loyalty/Attendance Bonus

40.1 Qualification

40.1.1 An employee must have a Sick Leave balance equal to or greater than the following on the day immediately prior to their anniversary date:

40.1.1.1 38 hour employee - 570 hours

40.1.1.2 35 hour employee - 525 hours

40.1.2 An employee, upon reaching the required minimum balance set out in Subclause 40.1.1.1 or 40.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

40.2 Procedure

40.2.1 A written application is required for all claims to be provided within 30 days after the employee's anniversary date.

40.2.2 If an application is not made within 30 days after their anniversary date the leave entitlement will be credited to the employees balance and no payment request can be made for that year other than by written application to the General Manager.

The payment, when requested within the required time, will be made as a one off payment.

PART B

ANNEXURE - TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

Part 1- Pay Rates				Rate per Week (\$) from 1st pay after			
Band	Level			Salary	1-Jul-17	1-Jul-18	1-Jul-19
				S40	3,109.13	3,186.86	3,266.53
				S39	3,003.98	3,079.08	3,156.06
				S38	2,902.39	2,974.95	3,049.33
				S37	2,804.25	2,874.35	2,946.21
				S36	2,709.42	2,777.16	2,846.59
				S35	2,617.80	2,683.25	2,750.33
				S34	2,529.27	2,592.50	2,657.32
				S33	2,443.75	2,504.84	2,567.46
				S32	2,361.22	2,420.25	2,480.76
				S31	2,281.27	2,338.30	2,396.76
				S30	2,204.14	2,259.24	2,315.72
				S29	2,129.93	2,183.18	2,237.75
				S28	2,057.53	2,108.97	2,161.70
3	4			S27	1,988.23	2,037.94	2,088.89
				S26	1,929.27	1,977.50	2,026.94
4		1		S25	1,871.93	1,918.73	1,966.69
				S24	1,810.57	1,855.83	1,902.23
				S23	1,751.98	1,795.78	1,840.67
				S22	1,694.89	1,737.26	1,780.70
3			3	S21	1,640.02	1,681.02	1,723.04
				S20	1,579.66	1,619.15	1,659.63
				S19	1,520.57	1,558.58	1,597.55
				S18	1,463.36	1,499.95	1,537.45

2 & 3	3 & 2			S17	1,408.36	1,443.57	1,479.65
				S16	1,358.33	1,392.29	1,427.10
				S15	1,310.32	1,343.08	1,376.66
				S14	1,264.28	1,295.88	1,328.28
				S13	1,219.73	1,250.22	1,281.48
2 & 3		2 & 1		S12	1,176.63	1,206.05	1,236.20
				S11	1,137.70	1,166.14	1,195.29
				S10	1,099.02	1,126.49	1,154.66
				S9	1,072.81	1,099.63	1,127.13
1	4			S8	1,047.67	1,073.86	1,100.71
2			1	S7	1,036.52	1,062.43	1,088.99
				S6	1,006.78	1,031.95	1,057.75
				S5	973.83	998.17	1,023.13
1		3		S4	941.63	965.17	989.30
				S3	915.81	938.70	962.17
				S2	889.35	911.58	934.37
1	2			S1	863.78	885.37	907.51
1	T10			T10	1,073.75	1,100.59	1,128.11
	T9			T9	1,036.52	1,062.43	1,088.99
	T8			T8	992.48	1,017.29	1,042.72
	T7			T7	948.38	972.09	996.39
	T6			T6	905.91	928.56	951.77
	T5			T5	842.09	863.14	884.72
	T4			T4	735.36	753.74	772.59
	T3			T3	628.83	644.55	660.66
	T2			T2	534.52	547.88	561.58
	T1			T1	428.17	438.87	449.85

Part 2 Allowances			
Arranged & Emergent Work Treatment Plants	\$ 266.88	\$ 273.55	\$ 280.39
On Call - per week	\$ 455.43	\$ 466.82	\$ 478.49
Duty Officer - per week	\$ 728.60	\$ 746.81	\$ 765.48
Duty Officer - "Second Call" - per week	\$ 56.94	\$ 58.36	\$ 59.82
Meal Allowance - per meal	\$ 25.20	\$ 25.83	\$ 26.47
Disability Allowance (cl 15.5.1.1) - per hour	\$ 0.41	\$ 0.42	\$ 0.43
Disability Allowance (cl 15.5.1.2) - per hour	\$ 0.71	\$ 0.73	\$ 0.74
Living Away From Home Allowance - Operational Works	\$ 50.00	\$ 50.00	\$ 50.00
Living Away From Home Allowance - Compulsory Training	\$ 30.00	\$ 30.00	\$ 30.00
First Aid Allowance - per week	\$ 14.40	\$ 14.40	\$ 14.40
Tool Allowance - per week	\$ 28.95	\$ 28.95	\$ 28.95
Clause 15.8 Vehicle Allowance			
Under 2.5 litres	0.70p.km	0.70p.km	0.70p.km
2.5 litres and over	0.80p.km	0.80p.km	0.80p.km
Part 3 Superannuation			
Total Employer Superannuation Contribution	15%	15%	15%

J. SEYMOUR, Commissioner.

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(721)

SERIAL C8727

HEALTH EMPLOYEES' ADMINISTRATIVE STAFF (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health

(Case No. 2017/190900)

Before Chief Commissioner Kite

29 June 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
6	Anti-Discrimination
8	Area, Incidence and Duration
4	Conditions of Service
1	Definitions and Work Level Statements
5	Dispute Resolution
3	Higher Skills
7	No Extra Claims
2	Salaries and Wages

PART B - MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

PART A

1. Definitions and Work Level Statements

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Telephonist - Level 1" means a person whose major function (i.e. 80 per cent or more) is spent in operating a switchboard or similar equipment.

An in-charge shift allowance will apply to Telephonist - Level 1 in charge of staff. The Allowances payable are as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.

"Telephonist - Level 2" means a person whose major function (i.e. 60 per cent or more) is spent operating a switchboard or similar equipment and who is required to perform routine clerical duties and/or handle monies.

"Telephonist - Level 3" means a person who is required to perform clerical duties in respect of admissions and/or accounts (other than telephone) in addition to switchboard duties.

"Union" means the Health Services Union NSW.

"Work Level Statements" - Employees will not be required to meet all conditions of the work level statements but will generally be expected to be carrying out the responsibilities contained within the descriptions.

Administration Officer -

Level 1 - These positions are established for undertaking routine clerical work, an employee at this level may be a trainee with no previous experience.

Work is performed under close supervision requiring the application of basic skills and routines such as providing receptionist services, straight forward collating, collecting and distributing, carrying out routine checks by simple comparisons, maintaining basic records, mail procedures, obtaining or providing information about straight forward matters and routine user maintenance of office equipment.

Work performed is within established routines, methods and procedures.

The work which it is envisaged would come within this level would require the exercise of any one or more of the skills set out below:

Operate personal computers, printing devices attached to personal computers, paging system, calculator.

Level 2 - Training of other employees may be required.

Undertaking a range of operational and administrative tasks under general instruction and close supervision but with discretion in selecting the most appropriate method and sequence.

Requires knowledge of specific procedures and regulations.

The exercising of basic judgment is required, although problems encountered are of a simple nature with solutions found by reference to established methods and procedures.

The work which it is envisaged would come within this level would involve a range of activities requiring the use of numeric, written and verbal communication, and other work skills appropriate to the tasks and responsibilities.

In addition to other pay office duties performs the actual calculation of salaries.

Level 2A - This level of Administrative officer is required to provide a secretarial service to a Department, etc., of a hospital or to an individual officer or officers, including arranging travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of Officer/s. The Administrative officer may be required to take shorthand notes at 100 w.p.m. and transcribe accurately from those notes and/or transcribe accurately from a Dictaphone.

Level 3 - Decision making in day to day operational matters is a normal part of the duties.

Assist more senior officers in complex tasks or projects.

Work performed under broad supervision but requires some independent action.

Scope exists for exercising initiative in the application of established work practices and procedures.

Employees may be graded at this level where the principal functions of their employment require a sound knowledge of the activities usually performed within the work area and their impact upon the activities of others.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees.

Level 4 - Working under limited direction and guidance with regard to work priorities.

Possess organisational skills required to set priorities and monitor work flow in the area of responsibility.

Ability to write reports, documents and correspondence, including drafting complex correspondence for senior officers, accurately and clearly.

Carry out a variety of functions which may be complex in nature and require judgment in selecting and applying established principles, techniques and methods.

Ability to investigate or evaluate legislation, regulations, instructions or procedural guidelines relevant to the tasks and responsibilities.

Ability to delegate work to subordinates where appropriate.

Carry out inspection and monitoring functions to ensure outputs are of a high quality.

Required to carry out routine pay office duties involving the calculation of employee pays and entitlements together with provision of direct advice on pay and conditions to employees and having had a minimum of 2 years' service carrying out these duties.

Level 5 - Ability to manage physical and financial resources to ensure the delivery of services or the successful completion of a project.

Decision making across a number of areas and review of operational systems.

Ability to manage conflict of resources or priorities.

Independent action may be exercised within constraints set by senior management.

Work with little formal guidelines, usually under limited direction as to work priorities and the detailed conduct of the task.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretive role in respect of pay enquiries.

Level 6 - Possess well developed communication skills and the ability to bring a creative approach to problem solving and conflict resolution.

Formulate policies that reflect current and future organisational requirements.

Ability to develop policy and advice for senior and line management.

Guidelines, rules, instructions or procedures for use by other staff may be developed at this level relevant to the area of responsibility.

Evaluate new methods and technology and disseminate information to appropriate areas.

Required to exercise advanced skills and knowledge in respect of pay office functions and whose duties include responsibilities for the checking of subordinates work and the exercise of an interpretative role in respect of pay enquiries and having had a minimum of 2 years' service carrying out these duties.

2. Salaries and Wages

Employees shall be paid not less than the minimum salaries as set out in Table 1 - Wages, of Part B, Monetary Rates.

3. Higher Skills

Employees appointed as Administration Officer Level 1 who are required by the employer to type at 60 w.p.m. and/or use medical terminology verbatim, will be paid an allowance as set out in item 2 of Table 2 - Allowances, of Part B, Monetary Rates. Employees appointed as Administration Officer Level 2 or 2A who are required by the employer to use medical terminology verbatim, will be paid an allowance as set out in the said Item 2.

4. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as varied or replaced from time to time, shall also apply to relevant employees.

5. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply.

6. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in 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.

7. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

8. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Administrative Staff (State) Award published 29 July 2016 (380 IG 260) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Classification	Rate from 01/07/2017 2.5% \$ per week
Telephonist - Level 1	
1st year	894.50
2nd year	912.10
3rd year	951.30
4th year	974.70
5th year	1,017.30
Telephonist - Level 2	
1st year	1,039.80
2nd year	1,062.70
3rd year	1,084.60
Telephonist - Level 3	
1st year	1,107.80
2nd year	1,131.20
Administration Officer - Level 1	
1st year	861.70
2nd year	898.00
3rd year	933.10
4th year	956.20
5th year	980.10

Administration Officer - Level 2	
1st year	1,014.80
2nd year	1,050.50
Administration Officer - Level 2A	
1st year	1,070.70
2nd year	1,086.90
Administration Officer - Level 3	
1st year	1,086.90
2nd year	1,122.70
Administration Officer - Level 4	
1st year	1,153.20
2nd year	1,181.00
Administration Officer - Level 5	
1st year	1,217.70
2nd year	1,246.70
Administration Officer - Level 6	
1st year	1,288.50
2nd year	1,320.40

Table 2 - Allowances

Clause No.	Telephonist - Level 1 In-Charge Allowance	Rate from 01/07/2017 \$ per shift
1	3-5 Staff	8.30
	6-10 Staff	10.30
	Over 10 Staff	17.80
3	Higher Skills	16.40

P. KITE, Chief Commissioner

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HEALTH EMPLOYEES' COMPUTER STAFF (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health

(Case No. 2017/190997)

Before Chief Commissioner Kite

29 June 2017

AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Conditions of Service
4	Dispute Resolution
5	Anti-Discrimination
6	No Extra Claims
7	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Union" means the Health Services Union NSW.

2. Salaries

Employees shall be paid not less than as set in Table 1 - Salaries, of Part B, Monetary Rates.

3. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as amended or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as amended or replaced from time to time, shall also apply to relevant employees.

4. Dispute Resolution

The dispute resolution procedure contained in the Health Employees' Conditions of Employment (State) Award, as amended or replaced from time to time, shall apply.

5. Anti-Discrimination

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

NOTES -

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

"Nothing in 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.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.

- (ii) This Award rescinds and replaces the Health Employees' Computer Staff (State) Award published 29 July 2016 (380 IG 266) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 01/07/2017 2.5% \$ per annum
Computer Manager - Grade 1	
1st year	96,419
2nd year	99,318
3rd year	102,706
4th year	105,590
5th year	109,435
6th year	112,335
Computer Manager - Grade 2	
1st year	109,435
2nd year	112,335
3rd year	118,162
4th year	123,958
Analyst	
1st year	78,985
2nd year	81,456
3rd year	84,745
4th year	87,198
5th year	90,200
6th year and Thereafter	92,641
Senior Analyst	
1st year	96,419
2nd year	99,318
3rd year	102,706
4th year	105,590
5th year	109,435
6th year and Thereafter	112,335
Programming Supervisor	
1st year	90,200
2nd year	92,642
3rd year	96,419
Thereafter	99,318
Programmer	
1st year	63,508
2nd year	67,228
3rd year	71,429
4th year	78,985
5th year	84,745
Thereafter	87,198
Computer Operator - Grade 1	
1st year	46,851
2nd year	48,686

3rd year	49,918
Thereafter	51,157
Computer Operator - Grade 2	
1st year	52,924
2nd year	54,778
Thereafter	56,678
Senior Computer Operator - Grade 1	
1st year	60,144
2nd year	61,628
3rd year	63,508
Thereafter	65,080
Senior Computer Operator - Grade 2	
1st year	67,228
2nd year	68,880
3rd year	71,429
Thereafter	73,407
Field Implementation Officer	
1st year	67,228
2nd year	68,880
3rd year	71,429
4th year	73,407
Trainee Programmer	
1st year	45,534
2nd year	46,851
3rd year	48,686
4th year	49,918
5th year	51,157
6th year	52,924
7th year	54,778
8th year	56,678
9th year	60,144
Network Analyst	
1st year (per week)	1343.90
2nd year (per week)	1385.50

P. KITE, Chief Commissioner.

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(051)

SERIAL C8719

HEALTH EMPLOYEES' GENERAL ADMINISTRATIVE STAFF (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/191001)

Before Chief Commissioner Kite

29 June 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1	Definitions
2	Conditions of service
3	Salaries and Wages
4	Dispute Resolution
5	Anti-Discrimination
6	No Extra Claims
7	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

1. Definitions

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Union" means the Health Services Union NSW.

2. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as varied or replaced from time to time, shall also apply to relevant employees.

3. Salaries and Wages

Employees shall be paid not less than as set in Table 1 - Salaries, of Part B, Monetary Rates.

4. Dispute Resolution

The dispute resolution procedures contained in the Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply.

5. Anti-Discrimination

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

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section b56(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.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' General Administrative Staff (State) Award published 29 July 2016 (380 I.G. 329) and all variations thereof.

- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Grades	Rate from 01/07/2017 2.5% \$ per week
Grade 1	1,017.00
Grade 2	1,058.10
Grade 3	1,095.20
Grade 4	1,132.30
Grade 5	1,151.70
Grade 6	1,189.20
Grade 7	1,229.90
Grade 8	1,300.30
Grade 9	1,418.40
Grade 10	1,463.70
Grade 11	1,537.10
Grade 12	1,644.60
Grade 13	1,763.20
Grade 14	1,875.40
Special Grade - R.P.A. - Services Manager	1,936.80
Special Grade - R.P.A. - Supply Manager	2,342.10

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

HEALTH EMPLOYEES' INTERPRETERS' (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health

(Case No. 2017/190967)

Before Chief Commissioner Kite

29 June 2017

AWARD**PART A****Arrangement**

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Conditions of Employment
4	Dispute Resolution
5	Anti-Discrimination
6	No Extra Claims
7	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

PART A**1. Definitions**

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have their respective meaning assigned to them:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Interpreter" means a person appointed as such.

"NAATI" means the National Accreditation Authority for Translators and Interpreters.

"Union" means the Health Services Union NSW.

2. Salaries

Salaries for Interpreter - Grades 1, 2 and 3 - shall be as set in Table 1 - Salaries, of Part B, Monetary Rates.

Provided that an Interpreter Grade 1 who achieves NAATI accreditation as a paraprofessional interpreter shall subject to the following conditions be promoted to Grade 2 with effect from the first pay period of the month following the successful completion of the course:

- (i) Satisfactory service and a recommendation to the employer:

- (ii) A certificate that the officer concerned has had adequate experience and demonstrated ability as an Interpreter such as to warrant promotion to Grade 2.

Progression to Interpreter Grade 3 shall be dependent upon -

- (i) officers having achieved NAATI accreditation as a professional interpreter; and
- (ii) the Officer having completed 12 months' service as an interpreter with the employer or such other service deemed by the employer as being equivalent thereto; and
- (iii) the Officer having demonstrated competency at operational level to warrant payment at Grade 3.

Interpreter In Charge - An employee appointed to the position of Interpreter in Charge shall receive a rate equal to the Interpreter - Grade 2 - 5th year of service and thereafter rate; plus an allowance equivalent to the current team leader's allowance as varied from time to time; provided that if an employee employed as an Interpreter - Grade 3 is appointed to the position of Interpreter in Charge he/she shall be paid his/her appropriate rate as an Interpreter - Grade 3, plus an allowance equivalent to the current team leader's allowance as varied from time to time.

3. Conditions of Employment

The Health Employees Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as varied or replaced from time to time, shall also apply to relevant employees.

4. Dispute Resolution

The dispute resolution procedures contained in the Health Employees Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply.

5. Anti-Discrimination

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

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

NOTES -

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

"Nothing in 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.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Health Employees' Interpreters' (State) Award published 29 July 2016 (380 IG 332) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Grades	Rate from 01/07/2017 2.5% \$ per annum
Interpreter - Grade 1	
1st year	45,997
2nd year	47,281
3rd year	49,206
4th year	50,480
Interpreter - Grade 2	
1st year	55,275
2nd year	56,946
3rd year	58,396
4th year	59,902
5th year	61,391
Interpreter - Grade 3	
1st year	64,131
2nd year	65,788
3rd year	67,920
4th year	69,644

Co-ordinator Interpreter Services	
1st year	76,250
2nd year	79,372
3rd year	82,152
4th year	86,137

P. KITE, Chief Commissioner

Printed by the authority of the Industrial Registrar.

(782)

SERIAL C8704

PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2017/138747)

Before Commissioner Seymour

19 May 2017

VARIATION

1. Delete paragraph (i) of clause 39 No Extra Claims of the Award published 15 April 2016 (379 I.G. 482) and insert in lieu thereof the following:
 - (i) The parties agree that, until 31 December 2017, there will be no extra claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
2. Delete the table of Part B, Monetary Rates, Table 1 - Weekly Wages, and insert in lieu thereof the following:

Table 1 - Weekly Wages

Description	01/01/2017 per week \$
Fitter/Motor Mechanic	
Level 1	976.70
Level 2 (Level 1 plus 5%)	1,025.50
Level 3 (Level 1 plus 10%)	1,074.40
Level 4 (Level 1 plus 15%)	1,123.20
Welder 1st Class	
Level 1	976.70
Level 2 (Level 1 plus 5%)	1,025.50
Level 3 (Level 1 plus 10%)	1,074.40
Level 4 (Level 1 plus 15%)	1,123.20
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter. Welder Special Class is paid as Welder 1st Class plus Additional Wage Rates plus Tool Allowance.	
Plumber	
Level 1	986.10
Level 2 (Level 1 plus 5%)	1,035.40
Level 3 (Level 1 plus 10%)	1,084.80
Level 4 (Level 1 plus 15%)	1,134.00
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.	
Carpenter	
Level 1	979.30
Level 2 (Level 1 plus 5%)	1,028.30
Level 3 (Level 1 plus 10%)	1,077.20
Level 4 (Level 1 plus 15%)	1,126.20

Painter/Spray Painter	
Level 1	979.30
Level 2 (Level 1 plus 5%)	1,028.30
Level 3 (Level 1 plus 10%)	1,077.20
Level 4 (Level 1 plus 15%)	1,126.20
Signwriter	
Level 1	1,000.90
Level 2 (Level 1 plus 5%)	1,051.00
Level 3 (Level 1 plus 10%)	1,101.10
Level 4 (Level 1 plus 15%)	1,151.20
Plasterer	
Level 1	979.30
Level 2 (Level 1 plus 5%)	1,028.30
Level 3 (Level 1 plus 10%)	1,077.20
Level 4 (Level 1 plus 15%)	1,126.20
Bricklayer	
Level 1	979.30
Level 2 (Level 1 plus 5%)	1,028.30
Level 3 (Level 1 plus 10%)	1,077.20
Level 4 (Level 1 plus 15%)	1,126.20
Floor/Wall Tiler	
Level 1	979.30
Level 2 (Level 1 plus 5%)	1,028.30
Level 3 (Level 1 plus 10%)	1,077.20
Level 4 (Level 1 plus 15%)	1,126.20
Upholsterer	
Level 1	1,011.90
Level 2 (Level 1 plus 5%)	1,062.50
Level 3 (Level 1 plus 10%)	1,112.90
Level 4 (Level 1 plus 15%)	1,163.60
Blindmaker	
Level 1	971.40
Level 2 (Level 1 plus 5%)	1,020.10
Level 3 (Level 1 plus 10%)	1,068.70
Level 4 (Level 1 plus 15%)	1,117.30
Electrical Tradesperson	
Level 1	1,036.40
Level 2 (Level 1 plus 5%)	1088.20
Level 3 (Level 1 plus 10%)	1139.90
Level 4 (Level 1 plus 15%)	1,191.90
Electrical Instrument Fitter	
Level 1	1,085.60
Level 2 (Level 1 plus 5%)	1,139.80
Level 3 (Level 1 plus 10%)	1,194.10
Level 4 (Level 1 plus 15%)	1,248.50
Elec Fitter & Ass to Chief Eng.-Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance.	
Scientific Instrument Maker	
Level 1	1,009.10
Level 2 (Level 1 plus 5%)	1,059.60
Level 3 (Level 1 plus 10%)	1,110.10
Level 4 (Level 1 plus 15%)	1,160.50

Tool Maker	
Level 1	1,009.10
Level 2 (Level 1 plus 5%)	1,059.60
Level 3 (Level 1 plus 10%)	1,110.10
Level 4 (Level 1 plus 15%)	1,160.50

3. Delete the table of Part B, Monetary Rates, Table 2 - Additional and Special Rates/Allowances, and insert in lieu thereof the following:

Table 2 - Additional and Special Rates/Allowances

Clause	Allowance Type	01/01/2017 \$
4A(ii)	On-call - Rostered on duty (per 24 hours)	22.93
4A(iii)	On-call - Rostered off duty (per 24 hours)	45.29
7(i)	Electricians License Grade A Grade B	47.20 25.74
7(ii)	Lead Burner	0.97
7(iii)	Plumbers - combination of licenses Plumbers license Gasfitters license Drainers license Plumbers & gasfitters license Plumbers & drainers license Gasfitters & drainers license Plumbers, gasfitters & drainers license	46.85 46.85 38.17 61.86 61.86 61.86 86.19
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.93
7(v)	Electric Welding	0.72
7(vi)	Computing Quantities	5.89
7(vii)	Boiler Attendants Certificate	7.27
7(viii)	BMC Operator	37.81
7(ix)	Motor Mechanic Motor Mechanic per day	0.74 2.99
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital Elec Fitter & Asst to Chief Eng.-Other Hosp. Electrician in Charge of Generating Plant less than 75 kilowatts. Electrician in charge of Generating Plant 75 Kilowatts or more Plant Electrician	66.63 53.15 19.58 67.98 63.92
7(xi)	Welder Special Class	12.17
8	Tool Allowance - Electrical Trades	19.44
9(i)(b)	Leading Hand Electrician	63.92
9(ii)	Leading Hand - Other than Electricians	
(a)	I/C up to 5 employees	48.73
(b)	I/C 6 up to 10 employees	63.70
(c)	I/C over 10 employees	81.62
10(i)	Cold Place	0.78
10(ii)	Confined Spaces	0.93
10(iii)	Dirty Work	0.78
10(iv)	Height Money	0.78
10(v)	Hot Places - 46C-54C Hot Places - more than 54C	0.78 0.93
10(vi)(a)	Insulation Material	0.93
10(vi)(b)	Asbestos	0.93
10(vii)	Smoke Boxes etc Oil fired Boiler	0.56 1.92

10(viii)(a)(1)	Wet Places - other than rain	0.78
10(viii)(a)(2)	Rain	0.78
10(viii)(b)	Mud Allowance	5.98
10(ix)(a)(b)	Acid Furnaces etc.	3.93
10(x)	Depth Money	0.78
10(xi)(a)	Swing Scaffolds other than plasterers: First four hours Thereafter	5.56 1.16
10(xi)(b)	Swing Scaffolds - plasterers	0.17
10(xii)	Spray Application	0.78
10(xiii)	Working Secondhand timber	2.96
10(xiv)	Roof Work	0.78
10(xv)	Explosive Powered Tools	1.84
10(xvi)	Morgues	0.88
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.93
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.65
10(xvii)(d)	Close proximity to above	0.78
10(xviii)	Psychiatric Patients (PH Ward)	0.65
10(xix)	Animal House	0.52
10(xxi)	Asbestos Eradication	2.59
10(xxiii)(a)	Psychiatric Hospitals	1.51
10(xxiii)(b)	Geriatric Allowances: Allandale/Garrawarra Lidcombe (former)	0.54 0.49
11	Thermostatic Mixing Valve	25.68
12	Chokages	8.95
13	Fouled Equipment	8.95
25(i)	Climatic and Isolation Allowance Climatic and Isolation Allowance	8.47 17.04
	Apprentice Passing Exams: 1st Year 2nd year 3rd Year	1.60 4.95 6.54

4. Delete the table of Part B, Monetary Rates, Table 3 - Expense Related Allowances, and insert in lieu thereof the following:

Table 3 - Expense Related Allowances

Clause	Allowance Description	01/07/2016 \$
8	Tool Allowance Fitter, Motor Mechanic	30.80
8	Tool Allowance Plumber	30.80
8	Tool Allowance Carpenter	30.80
8	Tool Allowance Painter, Spray Painter, Signwriter	7.50
8	Tool Allowance Welder 1st Class	30.80
8	Tool Allowance Plasterer	30.80
8	Tool Allowance Bricklayer	22.00
8	Tool Allowance Floor/Wall Tiler	22.00
8	Tool Allowance Upholsterer/Blindmaker	8.70
8	Tool Allowance Scientific Instrument/Tool Maker	30.80
5(viii)	Meal Allowance for meal on overtime For each subsequent meal	25.60 10.90

14(i)	Employee required to work at a job away from accustomed place of work (per day)	20.90
24(vii)(c)	Laundry Allowance (per week)	0.98
26(ii)	Damage to clothing and tools - insurance to the extent of	1,733.40
33	Living away from home allowance: Per week	491.60
	Per day	70.30
24(viii)	Ambulance Service - Uniform provided up to the value of	388.00

5. Delete the table of Part B, Monetary Rates, Table 4 - Apprentices Wages and Allowances, and insert in lieu thereof the following:

Table 4 - Apprentices Wages and Allowances

Description	01/01/2017 per week \$
Apprentice Plumber	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Fitter	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Electrician	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Carpenter	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Painter	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Bricklayer	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90
Apprentice Mechanic	
1st Year	426.00
2nd Year	566.40
3rd Year	731.50
4th Year	845.90

Tool Allowances for Apprentices are the same as those of the corresponding Tradesperson at Table 1, except for Apprentice Electricians, who will be paid the Tool Allowance for Electrical Trades at Table 2.
Other Allowances at Table 2, which are relevant to Apprentices (disability allowances etc.), will also apply. This includes the Allowances for Apprentices passing exams.

6. This variation shall take effect from the first full pay period to commence on or after 9 May 2017.

J. SEYMOUR, Commissioner.

Printed by the authority of the Industrial Registrar.

(566)

SERIAL C8718

PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 2017/191091)

Before Chief Commissioner Kite

29 June 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Grading Committee
3.	Salaries
4.	On Call
5.	Exemptions
6.	Anti-Discrimination
7.	Conditions of Service
8.	Labour Flexibility
9.	No Extra Claims
10.	Area, Incidence and Duration

PART B

Table 1 - On-Call Rates

1. Definitions

- (i) "Biomedical Engineer" means a person appointed as such having qualifications acceptable to the Institution of Biomedical Engineers as an Associate, or such other qualifications deemed by the employer to be appropriate.
- (ii) "Director/Deputy Director" means an officer appointed as Head of a Department or as Second-in-Charge of a Department provided that such position is approved by the employer and such officer having qualifications acceptable to the Institution of Biomedical Engineers to be a member of such institution, or such other qualifications deemed appropriate by the employer.
- (iii) "Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).
- (iv) "Hospital" means a public hospital as defined under section 15 of the *Health Services Act 1997*.
- (v) "Service" means service before and/or after commencement of this Award as a biomedical engineer in any one or more hospitals in New South Wales or any other hospital deemed acceptable by the employer.
- (vi) "Union" means the Health Services Union NSW.

2. Grading Committee

A committee consisting of up to three representatives of the employer and up to three representatives of the Union shall be constituted to consider and recommend to the employer upon application by the Union or a hospital:

- (i) the grading of any new position or any variation of grading of a position as a result of any substantial change in duties and/or responsibilities; and
- (ii) the date of the effect of the grading recommended:

Provided that:

- (i) an officer shall, whilst the grading of his/her position is under consideration, be ineligible to be a member of the Committee;
- (ii) the committee shall not, without sufficient reason, recommend the retrospective operation of any grading or remuneration; and
- (iii) where a retrospective date of effect is recommended, such date shall not be earlier than a date six months prior to the date on which the matter was referred to the Committee.

3. Salaries

For current salaries refer Health Professional and Medical Salaries (State) Award.

4. On Call

- (i) An "on-call period" is a period during which an officer is required by the hospital where he or she is employed to be on call.
- (ii) For the purposes of calculation of payment of on-call allowance and for call-back duty, an on-call period shall not exceed 24 hours.
- (iii) An officer shall be paid for each on-call period, an allowance which shall be at the option of the employer, either per on-call period or per week.
- (iv) The on-call rates are set out in Table 1 - On Call Rates, of this Award.

5. Exemptions

This Award shall not apply to members, novices or aspirants of religious orders in the hospitals the names of which are or shall hereafter be included in the Third Schedule to the *Health Services Act 1997*, of New South Wales.

6. Anti-Discrimination

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

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

NOTES -

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

"Nothing in 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.

7. Conditions of Service

The Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award, as amended or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as amended or replaced from time to time, shall also apply to all relevant employees.

8. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable, and within the limits of the employee's skill, competence and training consistent with employee's classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and healthy work environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

9. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

10. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Professional Engineers' (Biomedical Engineers) (State) Award published 29 July 2016 (380 I.G. 655) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act 1997*, or their successors, assignees or transmittes.

PART B**Table 1 - On-Call Rates**

Item No.	Clause No.	Description	Rate from 01/07/2017 \$
1	4	On-call allowance	8.64
		Per on-call period per week	43.19

P. KITE, Chief Commissioner.

Printed by the authority of the Industrial Registrar.

(1321)

SERIAL C8688

**PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE)
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC {insert Matter No.} of {insert year})

Before Chief Commissioner Kite

29 June 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1	Definitions
2	Salaries
3	Conditions of Service
4	Dispute Resolution
5	Anti-Discrimination
6	No Extra Claims
7	Area, Incidence and Duration

PART B - MONETARY RATES

Table 1 - Salaries

PART A

1. Definitions

Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings assigned to them:

"Employer" means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Secretary).

"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Residential Services Assistant" means a person other than a registered nurse, enrolled nurse or residential care nurse, who is employed in the delivery of domestic services to clients in residential settings conducted by or on behalf of hospitals or area health services, and which are located either in the general community or in the grounds of hospitals excepting any "off-campus" or "satellite" group homes generated from the Weemala Unit of the Royal Rehabilitation Service.

"Union" means the Health Services Union NSW.

2. Salaries

Salaries for Residential Services Assistants shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

3. Conditions of Service

The Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply to all persons covered by this Award.

In addition, the Health Industry Status of Employment (State) Award, as varied or replaced from time to time, shall also apply to relevant employees.

4. Dispute Resolution

The dispute resolution procedures contained in the said Health Employees' Conditions of Employment (State) Award, as varied or replaced from time to time, shall apply.

5. Anti-Discrimination

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

NOTES -

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

"Nothing in 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.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

7. Area, Incidence and Duration

- (i) This Award takes effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- (ii) This Award rescinds and replaces the Public Hospital Residential Services Assistants (State) Award published 29 July 2016 (380 IG 659) and all variations thereof.
- (iii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the *Health Services Act* 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Rate from 01/07/2017 2.5% \$ per week
Residential Services Assistant	
1st year of service	995.90
2nd year of service	1015.80
3rd year of service	1035.40
4th year of service	1059.90
5th year of service	1079.10

P. KITE, Chief Commissioner

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(1900)

SERIAL C8729**STATE TRANSIT AUTHORITY BUS ENGINEERING AND
MAINTENANCE ENTERPRISE (STATE) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 2017/73451)

Before Commissioner Newall

29 June 2017

VARIATION

1. Delete in paragraph 4.2.3 of subclause 4.2 of clause 4, Area, Incidence and Duration the words "the Rail, Tram and Bus Union (NSW Branch)" of the award published 19 February 2016 (379 I.G. 320) and insert in lieu thereof the following:

"The Australian Rail, Tram and Bus Industry Union, New South Wales"
2. This variation shall take effect on and from 10 February 2016 to the 3 May 2016
3. Delete in paragraph 4.2.5 of subclause 4.2 of clause 4, Area, Incidence and Duration the words "the Electrical Trades Union of New South Wales, and" and insert in lieu thereof the following:

"Electrical Trades Union of Australia, New South Wales Branch"
4. This variation shall take effect on and from 10 February 2016.
5. Delete in paragraph 4.2.3 of subclause 4.2 of clause 4, Area, Incidence and Duration the words "The Australian Rail, Tram and Bus Industry Union, New South Wales" and insert in lieu thereof the following:

"The Rail Tram and Bus Industry Union, New South Wales".
6. This variation shall take effect on and from 4 May 2016.
7. This variation shall take effect on and from 30 June 2017.

P. J. NEWALL, Commissioner.

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(1881)

SERIAL C8728

**STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE
(STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 2017/73554)

Before Commissioner Newall

6 June 2017

VARIATION

1. Delete in subclause 3.11 of clause 3, Definitions and Explanations the words "Australian Rail, Tram and Bus Industry Union (Bus and Tram Division)" of the award published 30 January 2015 (377 I.G. 46) and insert in lieu thereof the following:

"Rail, Tram and Bus Union of New South Wales"
2. Delete in subclause 5.1 of clause 5, Area, Incidence and Duration the words "Australian Rail, Tram and Bus Industry Union (Bus and Tram Division)" and insert in lieu thereof the following:

"Rail, Tram and Bus Union of New South Wales"
3. This variation shall take effect on and from 30 June 2017.

P. J. NEWALL, Commissioner.

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(1895)

SERIAL C8730**STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS'
ENTERPRISE (STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Secretary, Department of Transport.

(Case No. 2017/73379)

Before Commissioner Newall

29 June 2017

VARIATION

1. Delete in subclause 4.13 of clause 4, Definitions the words "the Rail, Tram and Bus Industry Union (Salaried and Senior Officer Division)" of the award published 30 January 2015 (377 I.G. 90) and insert in lieu thereof the following:

"The Australian Rail, Tram and Bus Industry Union, New South Wales"

2. Delete in subclause 5.1 of clause 5, Parties Bound the words "the Australian Rail, Tram and Bus Industry Union, New South Wales;" and insert in lieu thereof the following:

"The Australian Rail, Tram and Bus Industry Union, New South Wales";

3. This variation shall take effect on and from 7 January 2015 to 3 May 2016.

4. Delete in subclause 4.13 of clause 4, Definitions the words "The Australian Rail, Tram and Bus Industry Union, New South Wales" and insert in lieu thereof the following:

"the Rail, Tram and Bus Union of New South Wales".

5. Delete in subclause 5.1 the words "The Australian Rail, Tram and Bus Industry Union, New South Wales" and insert in lieu thereof the following:

"the Rail, Tram and Bus Union of New South Wales";

6. This variation shall take effect on and from 4 May 2016.

7. This variation shall take effect on and from 30 June 2017.

P. J. NEWALL, Commissioner.

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(1912)

SERIAL C8723

**TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE
CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 2017/190875)

Before Chief Commissioner Kite

29 June 2017

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Directors' and Nominated Supervisors' Allowances
4.	Miscellaneous
5.	Conditions of Employment
6.	Terms of Engagement and Information to be provided to Teachers
7.	Disputes and Grievance Procedures
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Directors' Allowances

Table 3 - Nominated Supervisors' Allowance

PART A

1. Definitions

For the purposes of this Award, except for clause 3, Director's and Nominated Supervisor's Allowance, all reference to teachers in this Award shall include Director or Nominated Supervisor.

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (h), (i), (j) and (k) of this clause.
- (i) "Casual Teacher" means a person who may be engaged on an hourly basis, for a period which does not extend beyond one week, to provide services related to the unexpected absence of temporary, permanent or exempt employees. This provision may also encompass short-term employment associated with unanticipated peak demands.

- (ii) "Temporary Teacher" means a person who is engaged as an employee for a period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation and management of the Early Childhood Services Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
- (d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include long day care centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:
 - (i) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;
 - (e) "Unit" means a group or class of children which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.
 - (f) "Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its replacement.
 - (g) "University" means an Australian University
 - (h) "Graduate" means a teacher who holds specialist B. Ed (Early Childhood) from a Recognised University or Recognised Teacher Training Institution.
 - (i) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent.
 - (j) "Three Years Trained Teacher" means:
 - (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
 - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study in Early Childhood Education at Category UG2 level; or
 - (iii) A teacher who has acquired other equivalent qualifications; or
 - (iv) A three year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
 - (k) "Four Years Trained Teacher" means:
 - (i) A teacher who is a graduate holding B. Ed (Early Childhood) (four years full-time course); or
 - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or

- (iii) A teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
 - (iv) A teacher who has acquired other equivalent qualifications; or
 - (v) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (l) "Nominated Supervisor" means a teacher who is appointed as Nominated Supervisor under the *Children (Education and Care Services National Law Application) Act (NSW) 2010* or its replacement.
- (m) "Union" means the NSW Independent Education Union and/or HSU NSW.

2. Salaries

2.1 The minimum weekly salary payable to full-time teachers shall, subject to the other provisions of this Award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 52.17857.

(a) Three Years Trained Teachers

- (i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(b) Four Years Trained Teachers

- (i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

2.2 Part-Time and Temporary Teachers

- (a) A permanent part-time employee is one who is permanently appointed by the employer to work a specified number of hours which are less than those prescribed for a full-time employee. Permanent part-time employees shall be paid an hourly rate calculated on the basis of one thirty-eighth of the rate prescribed by the salaries clause of each relevant calling, with a minimum payment of 3 hours for each start.
- (b) The days of attendance and normal hours of work of a part-time teacher may be varied or increased at any time only by mutual agreement between the employer and the teacher. Such agreement will not be unreasonably withheld by either party.
- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification. Where the temporary contract is 13 weeks or less, a loading of 10% shall be applied.

2.3 Casual Teachers

- (a) The hourly rate of a casual teacher shall be calculated by dividing the weekly salary prescribed in 2.1 of this clause by 38. A loading of 10% shall then be added to the hourly rate. A casual teacher shall be paid a minimum of 2 hours for each engagement.
- (b) The amount obtained by the operation of paragraphs (a) and (b) of this subclause is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act 1944*.

2.4 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.
- (b) Teachers employed at the time of the making of this Award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
 - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
 - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

2.5 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:-

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under paragraph (a) above which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
 - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
 - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i) of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
 - (i) A Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teachers years of service on the lower scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

3. Directors' and Nominated Supervisors' Allowance

3.1 Directors' Allowance

- (a) A full-time teacher who is appointed as a Director as defined in Clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, on a weekly basis, an allowance for a Director calculated by dividing the per annum rates as set out in Table 2 - Directors' Allowance, of Part B, Monetary Rates, by 52.17857.
- (b) The level of the director's allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Director as defined in clause 1, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this Award, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.

3.2 Nominated Supervisors' Allowance

- (a) A full time teacher who is not the Director and is appointed as the Nominated Supervisor as defined in clause 1 shall be paid an allowance as set in Table 3 and shall be advised by the employer on appointment which allowance is to apply.
- (b) The level of the Director's Allowance shall be determined by the number of units of the service.
- (c) A part-time teacher who is appointed as a Nominated Supervisor, as defined in clause 1, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this Award, an allowance in accordance with Table 3 - Nominated Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) It is not intended that Directors shall be displaced by the appointment of an Nominated Supervisor as a result of the operation of this clause.

4. Miscellaneous

4.1 Crib Break

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the Education and Care Services National Regulations. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation: It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of on-going employment. Any agreement should be recorded in writing and kept with pay records.

4.2 Professional Development, Training and Planning

- (a) Teachers are required to attend Professional Development and Training as mandated by the Education and Care Services National Regulations.
- (b) Where a Teacher attends a course as requested and required by the employer after hours, the teacher shall either receive time in lieu at ordinary rates, or be paid at overtime rates for the time in attendance at the course. A teacher may not unreasonably refuse to attend courses as required under the Education and Care Services National Regulations.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with clause 7 Disputes and Grievance Procedures.

4.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers will be granted paid leave to attend a first aid course, or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rates or be paid at overtime rates for course attendance time.

4.4 Non - Contact Time

- (a) Teachers shall receive a minimum of two hours per week non-contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Nominated Supervisors shall receive a minimum of two and a half hours per week of non-contact time in addition to non-contact time as teacher and/or Director to perform administrative duties.

4.5 Child-Free Days

- (a) Teachers covered by this Award may, depending on the operational requirements of the Centre, participate in a child-free day(s). Child-free days may be allocated solely for the purposes of setting up the centre, group planning and cleaning of premises and resources. The number and timing of such days shall be determined at a local level. Child-free days are not guaranteed from Centre to Centre.

5. Conditions of Employment

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award published 29 July 2016 (380 IG 687) or as amended from time to time.

6. Terms of Engagement and Information to be Provided to Teachers

- 6.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the

Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.

- 6.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.
- 6.3 During the first three months of employment, employment shall be from week to week. After three months of continuous service, employment may be terminated only by 28 days notice given either by the employer or the employee or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.
- 6.4 Upon the termination of service of a teacher other than a casual teacher, the employee may request from the employer for a statement of service. The statement of service shall:
 - (a) set out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher, or
 - (b) include a Job Description or List of Duties.
- 6.5 On termination of casual employment, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.

7. Disputes and Grievance Procedures

- 7.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and the supervising staff, it shall be referred to the Chief Executive Officer of the Public Health Organisation or his/her nominee, who will arrange for the matter to be discussed with the employee concerned and a local representative or representatives of the employee's Union.
- 7.2 Failing settlement of the issue at this level, the matter shall be referred to the Secretary and the relevant Head Office of the employee's Union. This dispute will then be dealt with pursuant to clause 7.5 of this clause.
- 7.3 Whilst these procedures are continuing, no stoppage of work or any form of ban or limitation of work shall be applied.
- 7.4 The employee's Union may vary this procedure where it is considered a safety factor is involved.
- 7.5 With a view to an amicable and speedy settlement, all disputes that cannot be settled in accordance with clauses 7.1 and 7.2 above may be submitted to a committee consisting of not more than 6 members, equally represented by NSW Health and the employee's Union. The committee shall have the power to investigate all matters in dispute and to report to the Public Health Organisation and the employee's Union with recommendations. In the event that no mutual decision is reached by the committee, the matter in dispute may be referred to the Public Health Employees (State) Industrial Committee.
- 7.6 This clause shall not interfere with the rights of either party to institute proceedings for the determination of any matter in accordance with the *Industrial Relations Act 1996*.

8. No Extra Claims

- 8.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/ demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2018 by a party to this Award.

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

9. Area, Incidence and Duration

- 9.1 This Award shall apply to all teachers employed in ECS centres as defined in subclause (d) of clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this Award shall be governed by the Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award published 29 July 2016 (380 IG 687) or as amended from time to time.
- 9.3 This Award shall take effect from the first full pay period on or after 1 July 2017 and shall remain in force for a period of one year.
- 9.4 This Award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award published 29 July 2016 (380 IG 777) and all variations thereof.

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following minimum annual salaries shall apply from the beginning of the first full pay period specified in each column respectively:

Classification/Incremental Salary Step	Rate from 1 July 2017 \$ per annum
Three Years Trained Teachers	
Step 1	53,474
Step 2	56,197
Step 3	59,133
Step 4	61,849
Step 5	64,707
Step 6	67,791
Step 7	69,495
Step 8	71,186
Step 9	74,021
Step 10	76,981
Step 11	79,055
Four Years Trained Teachers	
Step 1	56,860
Step 2	60,383
Step 3	63,781
Step 4	67,545
Step 5	71,046
Step 6	74,021
Step 7	76,981
Step 8	80,317
Step 9	83,528

Table 2 - Directors' Allowance (Clause 3.1)

Units	Rate from 1 July 2017 \$ per annum
1	5,971
2	7,285
3	9,094
4	11,360

Table 3 - Nominated Supervisor's Allowance (Clause 3.2)

Units	Rate from 1 July 2017 \$ per annum
1	1,939
2	2,367
3	2,961
4	3,700

P. KITE, Chief Commissioner.

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