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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

**PRESIDENT**

The Honourable Justice M. J. WALTON\*

**MEMBERS**

The Honourable Deputy President R. W. HARRISON†

The Honourable Acting Justice P. KITE‡

Commissioner I. TABBAA AM

Commissioner J. D. STANTON

Commissioner P. J. NEWALL

Commissioner J. V. MURPHY

**INDUSTRIAL REGISTRAR**

Ms M. Morgan

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\* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act 1996*.

† Pursuant to clause 10A of Schedule 2 of the *Industrial Act 1996*.

‡ Pursuant to clause 3 (6) of Schedule 2 of the *Industrial Act 1996*.



**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -  
DEPARTMENT OF EDUCATION) SALARIES AND CONDITIONS  
AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 2016/00365597)

/Before Commissioner Tabbaa

9 December 2016

**AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Deferred Salary Scheme
9.	Performance Management and Professional Development
10.	Mobility Provisions
11.	Technological Change
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Redeployment
15.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
16.	No Further Claims
17.	Anti-Discrimination
18.	Work, Health and Safety
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

**2. Purpose and Principles of This Award**

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.

- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
  - (b) developing individual and collective talents;
  - (c) promoting co-operation and teamwork;
  - (d) recognising individual and team contributions; and
  - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools in carrying out the government agenda;
  - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
  - (c) improve organisation-wide productivity and efficiency;
  - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
  - (e) promoting better and more satisfying jobs;
  - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools on a co-operative, continuing basis by using a consultative approach;
  - (g) maintaining essential standards of employment conditions;
  - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
  - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools, greater customer focus and commitment to quality service and to joint development of performance measures;
  - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
  - (k) improving the effectiveness of the Department.

### **3. Definitions**

- 3.1 "Act" means the Teaching Service Act 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Secretary under the Act.
- 3.3 "Department" means the Department of Education.
- 3.4 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 3.5 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.6 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.

- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2009 published 21 October 2016 (380 I.G. 1292) as varied, or its successor.

#### **4. Qualifications**

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Secretary.

#### **5. Salaries and Other Remuneration**

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
  - (b) travel or subsistence or motor vehicle allowances;
  - (c) allowances in relation to relocation expenses; and
  - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
  - 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
  - 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
  - 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

## **6. Conditions of Employment**

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the Teaching Service Act 1980 or the Public Sector Workforce Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
  - 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
  - 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
  - 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
  - 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.
  - 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **7. Recreation Leave**

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

## **8. Deferred Salary Scheme**

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

## **9. Performance Management and Professional Development**

- 9.1 The performance of chief education officers will be reviewed in accordance with the DoE performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

## **10. Mobility Provisions**

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department.

## **11. Technological Change**

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

## **12. Dispute Resolution Procedures**

- 12.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.
  - 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.

- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Secretary and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

### **13. Duties as Directed**

- 13.1 The Secretary, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Secretary may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Secretary pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

### **14. Redeployment**

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
- 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
- 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

### **15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions**

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

## **16. No Further Claims**

- 16.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2017, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

## **17. Anti-Discrimination**

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, 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.
- 17.3 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.
- 17.4 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, or
  - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 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. Work, Health and Safety**

- 18.1 For the purposes of this subclause, the following definitions shall apply:
- 18.1.1
- (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 another employer for the purpose of such staff performing work or services for that other employer.
- 18.1.2 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 another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 18.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 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;
- 18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 18.2.4 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.
- 18.3 Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

### 19. Area, Incidence and Duration

- 19.1 This award covers all chief education officers employed by the Department under the Act.
- 19.2 This award replaces and rescinds the Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2014 published 27 November 2015 (378 IG 222) as varied.
- 19.4 This award shall commence on and from 1 January 2017 and remains in force until 31 December 2017.

## PART B

### MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.2017 \$
Increase	2.5%
Level 3	168,650
Level 2	161,705
Level 1	150,126

I. TABBAA, Commissioner

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## **CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT OF JUSTICE - CORRECTIVE SERVICES NSW) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Corrective Services NSW.

(Case No. 2016/00357475)

Before Commissioner Tabbaa

6 December 2016

### **AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
------------	----------------

##### PART A

- |     |   |
|-----|---|
| 1.  | Arrangement   |
| 2.  | Definitions   |
| 3.  | Conditions Fixed by other Instruments of Employment                         |
| 4.  | Qualifications  |
| 5.  | Salaries  |
| 6.  | Salary Packaging Arrangements, including Salary Sacrifice to Superannuation |
| 7.  | Incremental Progression and Calculation of Service                          |
| 8.  | Working Hours   |
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| 20. | Anti-Discrimination   |
| 21. | Harassment Free Workplace   |
| 22. | Deduction of Federation Membership Fees                                     |
| 23. | Dispute Resolution Procedures   |
| 24. | Duties as Directed  |
| 25. | No Further Claims   |
| 26. | Area, Incidence and Duration  |

##### PART B

##### MONETARY RATES

Table 1 - Salaries

## 2. Definitions

- 2.1 "Act" means the Government Sector Employment Act 2013 or its replacement.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time, or any replacement Award.
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee assigned as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Corrective Services NSW (CSNSW)" means a division within the Department of Justice.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Employee" means a member of staff in employment defined under section 43 of the Act.
- 2.9 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.10 "Industrial Relations Secretary" means the Secretary of Treasury.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the *Government Sector Employment Regulation 2014* or its replacement..
- 2.13 "Rules" mean the Government Sector Employment Rules 2014 or its replacement.
- 2.14 "Secretary" means the head of the Department of Justice.
- 2.15 "Senior Correctional Education Officer" means an employee assigned as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.16 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.17 "Teacher" means an employee assigned as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is assigned under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.18 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

## 3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply:
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation, the Rules and the Personnel Handbook.

#### 4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Secretary or delegate and where detailed in clause 16, Recruitment - Exceptional Circumstances, of this Award.
- 4.2 Teachers - shall hold a:
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.2.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.3 Correctional Education Officers - shall hold a:
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.3.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education; together with experience in adult education, as approved by the Secretary or delegate.

## 5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a role under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

## 6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
  - 6.1.1 Full-time and part-time employees;
  - 6.1.2 Temporary employees, subject to CSNSW's convenience; and
  - 6.1.3 Casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
  - 6.2.1 "Salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - 6.2.2 "Post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - 6.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary and
  - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7 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 Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- 6.7 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:
  - 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
  - 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
- 6.9.2 Superannuation Act 1916;
- 6.9.3 State Authorities Superannuation Act 1987; or
- 6.9.4 State Authorities Non-contributory Superannuation Act 1987,
- CSNSW 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.
- 6.10 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 6.9 of this clause, CSNSW 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 CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5. Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12. The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13. The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Federation. 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.

## **7. Incremental Progression and Calculation of Service**

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the Regulation and the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16 Recruitment - Exceptional Circumstances of this Award.

## **8. Working Hours**

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flex leave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
  - (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flex time arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

## **9. Shift Work**

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

	Additional Leave
4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

### 10. Recreation Leave

- 10.1 Recreation leave for Day Workers shall be granted and administered as follows:
- 10.1.1 in accordance with the recreation leave provisions of the Regulation, the Conditions Award and the Personnel Handbook.
- 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

### 11. Non Attendance Time

- 11.1 Correctional Education Officers
- 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.
- 11.2 Teachers
- 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
- 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.
- 11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.
- 11.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.
- 11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at CSNSW's convenience.
- 11.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during non attendance time.
- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Secretary or delegate.

**12. Duties of Correctional Education Officers**

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
  - 12.1.1 Direct teaching activities for up to 10 hours per week; and
  - 12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW’s Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by CSNSW) in order to meet the needs of the correctional centre. In these circumstances:
  - 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
  - 12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: <ul style="list-style-type: none"> <li>- classrooms</li> <li>- workshops</li> <li>- industry</li> <li>- in the field</li> </ul> Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: <ul style="list-style-type: none"> <li>-preparation, for example, of course outlines and lesson plans</li> <li>-marking</li> <li>-support and advice to inmates</li> <li>-motivational interactions with inmates</li> <li>-enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets</li> <li>-attendance at staff meetings</li> <li>-attendance at case management meetings</li> <li>-attendance at moderation meetings</li> <li>-participation in case planning and case management activities</li> <li>-leading approved staff development activities</li> <li>-engaging in approved staff development</li> </ul>

<p>Workplace training &amp; assessment including Core Skills Assessment</p>	<p>activities research                      -recognition of prior learning processes                      -selection and purchase of resources                      -maintenance of inmate libraries in liaison with the Manager Library Services                      -course, curriculum and materials development and review                      -course co-ordination as specified in curriculum documents                      -end of course evaluation                      -entering student data on DCS systems</p> <p>Duties related to facilitation of CSNSW’s through care initiatives linking internal and external stakeholders, including but not limited to:                      -industry and community liaison and promotion                      -co-ordination of traineeships and workplace training programs                      -workplace consultancy and advisory services                      -work placement co-ordination, supervision and pre and post release planning                      -inmate selection for education &amp; vocational training programs &amp; other program readiness                      -development of education case plan (includes CSNSW’s Education Profile Interviews)                      -review of education plans</p>
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

**13. Duties of Teachers**

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to:                      -classrooms                       -workshops                      -industry                       -in the field</p>	<p>Duties related to teaching, including but not limited to:                      -preparation, for example, of course outlines and lesson plans                      -marking                      -support and advice to inmates                      -motivational interactions with inmates                      -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets                      -attendance at staff meetings</p>

Application of assessment and diagnostic instruments for inmates.	-attendance at case management team meetings
Vocational assessment and counselling.	-attendance at moderation meetings -participation in case planning and case management activities
Tutorial support for distance education enrolments and individual learners with difficulties.	-course, curriculum and materials development and review -development of learning materials
Workplace training & assessment including Core Skills Assessment.	-research -recognition of prior learning processes  -engaging in approved staff development activities -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW’s Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems

13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.

13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.

13.5 From time to time a Teacher’s Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:

13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and

13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.

13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

13.5.4 The development of education plans and review of education plans, as provided in subclause 13.2, may be substituted for direct teaching activities under subclause 13.5.2 to make up for lost teaching hours.

**14. Leave Entitlements**

14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Conditions Award and the Personnel Handbook.

14.2 Extended leave entitlements shall be granted and administered to employees in accordance with the Regulation and the Personnel Handbook.

### **15. Part-Time Work**

- 15.1 CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

### **16. Recruitment - Exceptional Circumstances**

- 16.1 Exceptional circumstances shall be advertised as such and shall be limited to Teacher and/or Correctional Education Officer roles in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. The applicant must hold qualifications in the core subject area of the advertised role and may have already commenced a course of study or have extensive employment related experience.
- 16.2 The decision, as to whether an exceptional circumstance exists, rests with the Secretary or delegate following consultation with local management.
- 16.3 In exceptional circumstances only, applicants for newly advertised role who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 16.1 and 16.2 being met), and may be appointed on probation subject to the following provisions:
- 16.3.1 The employee shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.3.2 The employee shall commence and complete a course of study agreed to by the employee and the Secretary or delegate with no cost or burden to CSNSW.
- 16.3.3 Employees who have not commenced or completed their agreed course of study within the agreed and accepted timeframe shall have their circumstances reviewed by the Secretary or delegate and a representative of Federation. Where:
- (i) Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Secretary or delegate);
  - (ii) No special circumstances exist, the employee's appointment shall be annulled.
- 16.3.4 Employees who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3.5 Once the required qualifications are gained the employee's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.

### **17. Professional Development**

- 17.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
- 17.2.1 CSNSW's needs; and

- 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Secretary or delegate.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
- 17.3.2 Provision for study assistance as described in the study assistance provisions of the Conditions Award and the Personnel Handbook.
- 17.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

### **18. Education Quality**

- 18.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 18.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators.
- 18.4 Education programs aim to contribute to the good order of correctional centres and to the overall wellbeing of inmates.
- 18.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

### **19. Consultation**

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by CSNSW.
- 19.2 A consultative committee shall be established for this purpose.

### **20. Anti-Discrimination**

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

with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

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

20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

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

## **21. Harassment Free Workplace**

21.1 CSNSW is committed to ensuring that employees work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.

21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Federation.

21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.

21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.

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

## **22. Deduction of Federation Membership Fees**

22.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.

22.2 The Federation shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to CSNSW at least four weeks in advance of the variation taking effect.

- 22.3 Subject to sub clauses 22.1 and 22.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **23. Dispute Resolution Procedures**

- 23.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arises then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate CSNSW manager with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Secretary or delegate and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an work health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

### **24. Duties as Directed**

- 24.1 CSNSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 CSNSW 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 in the use of such tools and equipment.

**25. No Further Claims**

25.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2017, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

**26. Area, Incidence and Duration**

- 26.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.
- 26.2 This award rescinds and replaces the Crown Employees (Education Employees Department of Justice – Corrective Services NSW) Award 2016 published 15 January 2016 (378 I.G. 1058).
- 26.3 This Award shall take effect from the first full pay period to commence on or after 1 January 2017 and shall remain in force until 31 December 2017.

**PART B**

## MONETARY RATES

**Table 1 - Salaries**

	2.5 % from the first pay period commencing on or after 1 January 2017 \$
Teacher and Correctional Education Officer	
Step 1	83,223
Step 2	85,571
Step 3	88,913
Step 4	93,297
Senior Correctional Education Officer	
Step 1	105,998
Step 2	109,275

I. TABBAA, Commissioner

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(1926)

**SERIAL C8663**

## **CROWN EMPLOYEES (LAW ENFORCEMENT CONDUCT COMMISSION) AWARD 2017**

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. 2016/00229203)

Before Commissioner Murphy

5 December 2016

### **AWARD**

Clause No.	Subject Matter
------------	----------------

#### **PART A**

- |     |   |
|-----|---|
| 1.  | Title of the Award  |
| 2.  | Definitions   |
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| 6.  | Conditions of Employment                                    |
| 7.  | Flexible Working Hours Scheme (FWHS)                        |
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| 18. | Anti-Discrimination   |
| 19. | Area, Incidence and Duration                                |
| 20. | No Extra Claims   |

#### **PART A**

##### **1. Title of the Award**

This Award shall be known as the Crown Employees (Law Enforcement Conduct Commission) Award 2017.

##### **2. Definitions**

- 2.1 "Act" means the Government Sector Employment Act 2013.
- 2.2 "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Chief Executive Officer" means the Chief Executive Officer of the Law Enforcement Conduct Commission.

- 2.4 "LECC" means the Law Enforcement Conduct Commission.

### **3 Statement of Intent**

- 3.1 This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.
- 3.2 The parties agree to progress the interests of the organisation and its staff through consultation, in line with the Premier's Consultative Guidelines of July 1997.

### **4. Salaries**

- 4.1 Salaries payable to employees covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2016) Award or any award replacing it.
- 4.2 Salaries will be paid in accordance with the following classification structures in the Crown Employees (Public Sector - Salaries 2016) Award:
- (a) Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 for employees engaged in non-legal roles;
  - (b) Crown Employees - Legal Officers (Crown Solicitors Office, Office of Legal Aid Commission, Office of Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2012 for employees engaged in legal roles.
- 4.3 Wage increases granted to public service employees under the Crown Employees (Public Sector - Salaries 2016) Award and its successor/s will apply to non-executive employees of the Law Enforcement Conduct Commission.

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

- 5.1 At the time of the establishment of the LECC, no member of staff previously employed by the Police Integrity Commission or in the Police and Compliance Branch of the Ombudsman's Office will suffer a reduction in their "rate of pay" as a consequence of commencing employment at the LECC in a role with an equivalent classification level and with a substantially similar pattern of work.
- 5.2 Where such an employee receives a higher salary than provided for by this Award, that salary will be preserved and not increased until such time as the "salary payable pursuant to clause 4" of this Award reaches parity with the preserved salary.
- 5.3 For the purpose of clauses 5.1 and 5.2 above:
- (a) The term "rate of pay" for Police Integrity Commission employees is that established in Part 5 of the Police Integrity Commission, Conditions of Employment Section 52 (1) Determination NO 1/2015 (as at 1 January 2017), being a composite salary absorbing the matters set out in clause 3.3 of that Determination.
  - (b) The term "salary payable pursuant to Clause 4" means the salaries paid pursuant to clause 4 of this Award plus any allowance provided by Table 1 of this Award.

### **6. Conditions of Employment**

- 6.1 The conditions of employment as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any award replacing it shall apply to employees covered by this Award.
- 6.2 In the case of any inconsistency the terms of this Award shall prevail over the terms of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

## 7. Flexible Working Hours Scheme (FWHS)

The LECC operates under a Flexible Working Hours Scheme as follows

- 7.1. Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours. Flexible working arrangements recognise the importance of a work/life balance for employees and their needs and responsibilities outside of work.
- 7.2. Principles - In order that staffing levels are sufficient to meet operational requirements and performance standards, Executive and staff are committed to ensuring that:
  - (a) Decisions regarding working hours will be made taking into account the requirements of the particular Division, section or team and the LECC.
  - (b) Decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation.
  - (c) Supervisors will notify staff of the need to change hours as soon as practicable.
  - (d) Staff will give reasonable notice of request for flex leave or ADO.
  - (e) The employer will give due consideration to a request by an employee to access flexibility and flexible working arrangements, and where reasonably practicable, will grant such request.
- 7.3. The provisions of this clause shall apply to part-time staff on a pro rata basis except for in respect of the accrual and use of credit hours. For example, part-time workers will accrue an hour of flex credit for each hour worked in excess of their ordinary hours.
- 7.4. Surveillance operatives including technical surveillance operatives and Electronic Surveillance monitoring staff, in lieu of flexible working hours, are provided with ten (10) accrued days off (ADOs) per annum. ADOs accrue on a monthly basis at the rate of 0.833 of a day per month. Where ADOs accrue to 5 days, the supervisor and staff member shall develop a strategy to ensure the number of days accrued is reduced within 3 months. Accrued ADOs are paid out on termination of employment.
- 7.5. Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- 7.6. Commission's daily hours of business - 8.30 am to 5.00 pm.
- 7.7. Daily period in which work is to be performed (bandwidth):
  - (a) For employees employed in the Electronic Collections Unit as Monitor 3/4 and Operations Systems Officer 9/10 (including employees acting in the role of Operations Systems Officer 9/10 on a temporary basis) - 7.00 am to 7.00 pm;
  - (b) For all other employees - 7.30 am to 7.00 pm. Employees will not be rostered to finish their shifts later than 6pm.

The bandwidth may be varied with the agreement of staff and their supervisor to meet LECC or staff needs. The bandwidth will be the subject of review in 18 months from the commencement of this Award.
- 7.8. Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Divisional Senior Executive in exceptional circumstances.
- 7.9. Maximum hours to be worked each day - 10 hours, unless agreed otherwise.
- 7.10. Meal break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the employee up to 2 and 1/2 hours or reduced to not less than 30 minutes.

- 7.11 Flex Period - 140 hours (4 weeks), which are the contract hours for full-time employees.
- 7.12 Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours).
- 7.13 Carry over debit at end of Flex Period - up to 10.5 hours. Debits in excess of 10.5 hours must be offset by an application for Annual Leave.
- 7.14 Maximum Flex Leave that can be taken in a Flex Period - 28 hours. Staff are expected to take Flex Leave either as a half day (3.5) hours or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex leave may be taken at the beginning and/or end of a period of other leave.
- 7.15 Where working hours in excess of 14 hours of credit are accrued, the supervisor and staff member shall develop a strategy to ensure the excess is reduced to 14 hours in the current and/or next settlement period.
- 7.16 Flex Record - staff must maintain current and accurate records of their working hours on the LECC's flex sheet system. Data from the flex sheet records will be analysed from time to time.
- 7.17 Where a staff member has accrued 8 weeks recreation leave (that is, 40 days or more), unless otherwise authorised by their Divisional Senior Executive, flex leave can only be taken in situations where at least one day of annual leave has been applied for and approved within the flex period. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is available.

## **8. Flexible Work Arrangements (FWA)**

- 8.1 This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the LECC to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. The employer will give due consideration to a request by an employee to access flexibility and flexible working arrangements, and where reasonably practicable, will grant such request.
- 8.2 The following FWA are available:
  - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
  - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by reducing hours in their current position or by doing other duties. At the end of the period they return to full-time work.
  - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
  - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
  - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their manager. The documented security policies and procedures relating to this provision must be adhered to at all times.
- 8.3 A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment.

**9. Hours of work**

- 9.1 Part time employees work the pro rata equivalent of the minimum standard hours attached to their respective roles.
- 9.2 Electronic surveillance monitor staff work 280 hours per 8 week cycle on a 365 day per year rotating shift arrangement consisting of 4 x 10 hour days on shift followed by 4 days off shift.

**10. Overtime**

- 10.1 Staff listed below shall be paid an allowance in lieu of overtime payments for overtime worked on weekdays, weekends and public holidays:
- (a) Assistant Investigator (Integrity Division)
  - (b) Investigator (Integrity Division)
  - (c) Financial Investigator (Integrity Division)
  - (d) Senior Investigator (Integrity Division)
  - (e) Special Investigator (Financial and also Technical) (Integrity Division)
  - (f) Technical Operative (Integrity Division)
  - (g) Surveillance Operative (Integrity Division)
  - (h) Surveillance Team Leader (Integrity Division)
  - (i) Critical Incidents Operatives (Oversight Division)

The allowance forms part of the overall remuneration and is set out in Table 1 of this Award.

- 10.2 All other non-executive staff shall be paid overtime in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award or its replacement.

**11. Recall to Duty**

- 11.1 This clause does not apply to employees paid an overtime allowance in lieu of overtime payments. For all other employees:
- (a) An employee recalled to duty after leaving the LECC premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
  - (b) The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
  - (c) When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
  - (d) When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

- (e) A recall to duty commences when the employee starts the additional period of work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) An employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an employee to return to the LECC's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

## **12. On-Call (Stand-By) and On-Call Allowance**

This clause does not apply to employees paid a composite allowance. For all other employees:

A LECC employee shall be entitled to be paid the on-call allowance set out in Table 1 of this Award when directed by the LECC to be on call or on stand-by for a possible recall to duty outside the employee's working hours.

- (a) if an employee who is on call and is called out by the LECC, the overtime provisions as set out at Clause 5.8 Overtime shall apply to the time worked,
- (b) where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

## **13. Overtime Meal Breaks**

- 13.1 Employee working flexible hours - an employee required to work overtime on weekdays beyond the end of their bandwidth as defined at clause 7.7 above and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked. Overtime is not paid in respect of the time taken for a meal break, however, employees will receive a meal allowance in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, where that Award so provides.
- 13.2 Employees generally - an employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity. Overtime is not paid in respect of the time taken for a meal break, however, employees will receive a meal allowance in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, where that Award so provides.

## **14. Provision of Transport in conjunction with Working Overtime**

- 14.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply. Departure or arrival after 8.00 p.m. of an employee on overtime does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the employee at risk.
- 14.2 The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with the relevant LECC Unit manager.
- 14.3 Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the employee can use public transport or other normal means of transport to and from work.

- 14.4 Where an employee ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

### **15. Above-level Allowance**

- 15.1 Where employees are temporarily assigned or seconded to a higher grade position for a period of at least 5 days, in addition to the experience gained performing those duties, an above-level allowance will be paid.
- 15.2 The allowance will be calculated as the difference between the employee's current salary and the nearest salary point of the classification of the position temporarily assigned to.

### **16. Other Allowances**

- 16.1 Composite allowance

A Composite Allowance is paid to staff in compensation for shift work; changes in shift; alteration of bandwidth; on-call allowances for days rostered off; on-call allowances for days rostered on; and public holidays.

Where specified in Table 1 the composite allowance includes overtime worked on weekdays and weekends.

The composite allowance is set out in Part B, Table 1 of this Award.

- 16.2 On-call allowance

An on-call allowance is paid to staff in compensation for being on-call for days rostered off; and on-call for days rostered on.

The on-call allowance is set out in Part B, Table 1 of this Award. This allowance will increase in line with increases in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

- 16.3 Community language allowance scheme

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. The allowance will be increased in line with the salary increases prescribed in that Award. The rate set out in Part B, Table 2 will apply from the first full pay period commencing after 1 July 2016.

An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance.

- 16.4 First Aid allowance

Staff appointed as First Aid Officers will be paid the allowances referred to in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009. The allowance will be increased in line with the salary increases prescribed in that Award. The rate set out in Table 2 will apply from the first full pay period commencing after 1 July 2016.

The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week. When the First Aid Officer is absent on leave for more than one week and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff members shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

#### 16.5 Associate's allowance

Staff trained to be Associates will receive the allowance referred to in Part B, Table 3 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. This allowance will maintain parity with the Associate's allowance set out in the Independent Commission Against Corruption Award 2016, and increase when the ICAC allowance increases.

### **17. Grievance and Dispute Settling Procedures**

- 17.2 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Agency, if required.
- 17.3 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Commissioner or delegate.
- 17.5 The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 17.6 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 17.7 The Chief Executive Officer may refer the matter to the Chief Commissioner for consideration.
- 17.8 If the matter remains unresolved, the Chief Executive Officer 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.
- 17.9 An employee, at any stage, may request to be represented by the Association.
- 17.10 The employee or the Association on their behalf or the Chief Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.11 The employee, Association, Agency and Chief Commissioner shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.12 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 the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### **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 of 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 fulfillment of the 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:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction,
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:  
  
"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### **19. Area, Incidence and Duration**

- 19.1 The provisions of this award shall apply to all non-executive public service employees as defined in the Government Sector Employment Act 2013 employed in the Law Enforcement Conduct Commission.
- 19.2 This award will be operative from 1 January 2017 and will remain in force until 30 June 2018.

### **20. No Extra Claims**

- 20.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2016) Award shall apply to employees covered by this award.

**PART B****Tables of Allowances****TABLE 1**

Allowance	Classification entitled to allowance	FFP 1.7.16
Composite allowance	Electronic surveillance monitoring staff	22%
Composite allowance (includes overtime)	Critical Incident Operative, Surveillance Team Leader, Surveillance Operative, Technical Surveillance Operative	22%
Composite allowance (includes overtime) (Integrity Division only)	Senior Investigator, Special Financial/Technical Investigator, Assistant Investigator, Investigator	9.0%
On-call allowance	Security staff, ICT staff	\$1.04 per hour
On-call allowance (stand by)	Other staff as required	\$0.94 per hour

**TABLE 2**

Allowance	FFP 1.7.16
Community language - base level rate	\$1,345 pa
Community language - higher level rate	\$2,021 pa
First aid - holders of basic qualifications	\$866 pa
First aid - holders of current occupational first aid certificate	\$1,301 pa

**TABLE 3**

## Associate's Allowance

Allowance	FFP 1.7.16
Total allowance payable in 12 month financial period not to exceed	\$6,187 pa
50% allowance payable to approved staff members on basis of training and availability	\$3,093 pa
Daily rate	\$77.34 per day

J.V. MURPHY, Commissioner

## **CROWN EMPLOYEES (OFFICE OF SPORT - CATERING OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007105)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Temporary and Casual Employees
5.	Salaries
6.	Apprentices
7.	School Based Apprentices
8.	Hours of Duty
9.	Overtime
10.	Leave
11.	Weekends and Public Holidays
12.	Higher Duties Allowance
13.	Public Service Holiday
14.	Annual Leave Loading
15.	Utilisation of Staff
16.	Uniforms
17.	Grievance and Dispute Settling Procedures
18.	Consultative Committee
19.	Anti-Discrimination
20.	Area, Incidence and Duration

Appendix 1 – Competencies

Appendix 2 - Centre and Academy Locations

#### **PART A**

##### **1. Title**

1.1 This award shall be known as the Crown Employees (Office of Sport - Catering Officers) Award.

##### **2. Definitions**

2.1 "Academy" refers specifically to the Sport and Recreation Centre at Narrabeen, the location of which is provided at Appendix 2.

2.2 "Agency" means the Office of Sport

- 2.3 "Agency -Head" means the Chief Executive of the Office of Sport
- 2.4 "Centre" means a Departmental residential establishment or site as listed at Appendix 2 where instruction is provided in outdoor education, sport and recreation for all members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.
- 2.5 "Centre Manager" means a person occupying a role of Centre Manager within a Centre or Academy.
- 2.6 "Chief Executive - means the Chief Executive of the Office of Sport"
- 2.7 "Employee" means and includes all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013 and who as at the operative date of this award were occupying one of the positions covered by this award, or who, after that date, are appointed to or employed in any of such positions.
- 2.8 "Executive Director" means the Executive Director, Sport and Recreation.
- 2.9 "Service" means continuous service with the Agency in a position covered by the award.
- 2.10 "Split Shift" means a shift whereby the rostered hours are performed over 2 separate periods, within a maximum span of 15 hours.
- 2.11 "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

### **3. Parties**

- 3.1 This award has been made between the following parties:

Industrial Relations Secretary

Office of Sport

Public Service Association and Professional Officers Association Amalgamated Union of New South Wales

### **4. Temporary and Casual Employees**

- 4.1 A temporary employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 43 (1) (b) of the Government Sector Employment Act 2013.
- 4.2 A temporary employee may be employed for a regular fixed period.
- 4.3 Temporary employees employed under subclause 4.1 shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the rates provided in the Crown Employees (Public Sector - Salaries 2016) Award
- 4.4 A casual employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 43 (1) (c) of the Government Sector Employment Act 2013
- 4.5 A casual employee may be employed on an hourly basis to meet specific short term needs consistent with the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 4.6 Casual employees shall receive an hourly rate commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the salaries provided for in the "Crown Employees (Public Sector - Salaries 2016) Award" and receive a loading of 15 per cent on top of the decided hourly rate.

## 5. Salaries

- 5.1 Salary rates applicable to employees shall be payable in accordance with the Crown Employees (Public Sector - Salaries 2016) Award. The level of salary at which an employee is to be remunerated shall be determined in accordance with the criteria set out at subclause 5.3.
- 5.2 Salary rates in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 5.3 The salary level applicable to an employee shall be determined in the following manner:
- (i) Catering Officers Levels 1 to 3 - The applicable salary will be determined by the Centre Manager in consultation with the Senior Catering Officer, as outlined in subclause 5.9, and will be based on the employee meeting the required competencies for the level as defined at Appendix 1.

(ii) Level 4 payable is to:

(iii) Qualified employees who are competent to Level 3; and

(iv) Employees at Berry Centre who are competent to Level 3.

The entitlement for an unqualified employee to be remunerated at Level 4 at Berry is in consideration of isolation and single Catering Officer operation.

(i) Senior Catering Officers must be competent in all facets of catering, responsible for the oversighting and operation of the catering facilities within a Centre/Academy and responsible for the supervision of at least one employee on a full-time basis. Remuneration will be as follows:

(ii) Unqualified Senior Catering Officers shall be paid at Level 4.

(iii) Qualified Senior Catering Officers shall be paid at Level 5.

- 5.4 For the purposes of this clause, qualifications recognised for the purposes of an employee being considered qualified and therefore being entitled to progress to a salary rate subject to qualification as provided for within subclause 5.2 shall be a TAFE Commercial Cooking Trade Certificate or equivalent as determined by the Executive Director.

- 5.5 The total salary provided for in "Crown Employees (Public Sector - Salaries 2016) Award represents a salary plus a loading which incorporates:

(a) Penalty rates (other than overtime);

(b) Broken shifts;

(c) Laundry allowance;

(d) Annual leave loading.

The total salary does not include the payment of overtime.

- 5.6 In addition to the salary rates provided for in Crown Employees (Public Sector - Salaries 2016) Award, an allowance shall be payable to employees employed at Academies, other than casual employees in recognition of the additional weekend work responsibilities and the nature of clientele of the Academies. The amount of this allowance is provided for in Crown Employees (Public Sector - Salaries 2016) Award.

- 5.7 The hourly rate for casual employees shall represent full remuneration for employment and include payment in lieu of annual leave, as provided for by the Annual Holidays Act 1944, and compensation for the nature of employment. Casual employees will generally not be entitled to any other leave

entitlements unless the employee has served sufficient periods of employment under the Public Sector Employment and Management Act 2002 or the Public Sector Management Act 1988, or the Public Service Acts of 1902 and 1979, which when combined, qualify the employee for Long Service Leave as provided by the Long Service Leave Act 1955, or other leave benefits approved by the Secretary of Treasury

5.7.1 Casual employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009.

- (a) Unpaid parental leave in accordance with paragraph 12.5.4;
- (b) Personal Carers' entitlement in accordance with subclause 12.6; and
- (c) Bereavement entitlement in accordance with subclause 12.7.

5.8 Assessment of an employee's entitlement to progression from one level to another based on competencies shall be undertaken in the following manner:

- (a) Assessment shall be undertaken by the Senior Catering Officer.
- (b) The entitlement for assessment for progression shall not be limited by a specific time period.
- (c) An assessment may be undertaken at any time at the discretion of the Senior Catering Officer or at the request of the employee to be assessed.
- (d) Should no assessment be undertaken in accordance with point (c), an assessment will be held on the anniversary of the employee's initial employment.
- (e) Recommendations of the assessment process shall be submitted in writing by the Senior Catering Officer to the Centre Manager for approval. Should the Centre Manager not agree with the Senior Catering Officer's recommendation, the matter shall be referred to the Executive Director for determination.
- (f) Recommendations of the Senior Catering Officer are to be discussed with the assessed employee prior to the assessment being submitted to the Centre Manager.
- (g) The date of effect of the progression from one level to another shall be the date recommended by the officer responsible for undertaking the assessment.
- (h) The dispute resolution procedures contained under clause 17 may be used if a dispute arises concerning an employee's entitlement to progression and it is not resolved through the use of the above steps.

5.9 Unqualified employees who wish to undertake a trade test for the purposes of being considered qualified under the terms of this agreement shall be entitled to undertake a trade test at the Agency's expense and will be considered on duty for the purpose of undertaking such a test.

5.10 Trade tests, as provided for at subclause 5.9, shall be limited to one test within any twelve month period for each employee.

## 6. Apprentices

6.1 The wage rate for apprentices shall be calculated by applying the following percentages to the Total Salary of a Level 4 employee specified in Crown Employees (Public Sector - Salaries 2016) Award

Four year apprentice cooks	% of Level 4
1st year (or equivalent training stage)	45
2nd year (or equivalent training stage)	60
3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 7, School Based Apprentices, apply.

- 6.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship shall be paid the rate provided in subclause 6.1 of this clause for an Adult at age 21 or over regardless of the Year of Apprenticeship.

### **7. School Based Apprentices**

- 7.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 7.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 7.3 For the purposes of subclause 7.2 of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 7.4 The wages paid for training time may be averaged over the school term or year.
- 7.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 7.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 7.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 7.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 7.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### **8. Hours of Duty**

- 8.1 Employees shall be required to work up to 152 hours over a period of four weeks.
- 8.2 The hours of duty which may be required to be undertaken on any given day shall be a minimum of 4 and a maximum of 12, excluding meal breaks. At times, in order to meet client demand, it may be necessary to split the employee's shift. Not more than one split shift would be rostered in any shift.
- 8.3 Hours of duty shall not be restricted to specific hours of the day. However hours of duty between 7.00 p.m. and 6.00 a.m. shall only be able to be rostered or requested to be undertaken where it is considered that actual client demand requires such hours of duty to be undertaken.

- 8.4 The maximum number of shifts in excess of 10 hours an employee shall be rostered for duty on consecutive calendar days shall be two. No employee shall be rostered for more than 6 shifts in excess of 10 hours in any four week roster cycle.
- 8.5 Employees shall not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period or rostered for any more than 10 consecutive calendar days over any period. Employees shall be entitled to a minimum of 9 days during any roster cycle for which they are to be rostered off duty.
- 8.6 Employees shall be entitled to a minimum of two consecutive days for which they are not rostered on duty in both the first and second fortnights of the four-week roster period.
- 8.7 Employees shall be entitled to a minimum of 10 hour break from duty between the cessation of one shift and the commencement of the next. Should no such break be provided, the employee shall be entitled to receive payment at overtime rates, as calculated in accordance with clause 9, Overtime, for all work undertaken until such time as a 10 hour break can be provided. This provision does not apply to cessation and recommencement as a consequence of a break within a split shift.
- 8.8 The distribution of weekend, public holiday and out of hour's work shall be allocated equitably between all employees subject to the ability of the Centre or Academy to meet client demand.
- 8.9 Employees shall not be permitted to work greater than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty shall be without pay.
- 8.10 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than 5 days prior to the commencement of the four-week roster cycle.
- 8.11 Rostered hours of duty may be required on any day of the week, Saturdays, Sundays and Public Holidays included.
- 8.12 Rostered hours of duty shall be prepared and approved by the Centre Manager or delegate to meet the business requirements of the Centre/Academy. Where possible, the Centre Manager or delegate will consider the needs of the employees and endeavour to equitably distribute work patterns.
- 8.13 In emergency situations, rosters may be varied by the Centre Manager provided that 24 hours notice is given to the employee of such a change.
- 8.14 Should an employee receive insufficient notice as to a variation to their rostered hours of duty in accordance with subclause 8.13, the employee shall receive payment at overtime rates for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee or time in lieu of payment of overtime calculated in accordance with Clause 9, Overtime.

## **9. Overtime**

- 9.1 Overtime refers to:
- (a) all hours of duty undertaken during a four week roster cycle in excess of 152; or
  - (b) all hours of duty undertaken on days which are in excess of 10 in any fortnight (i.e.: eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight); or
  - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle; or
  - (d) hours undertaken beyond the hours of duty rostered on a particular day.
- 9.2 Subject to subclause 9.3, an employee may be required to work reasonable overtime at overtime rates.

- 9.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 9.4 For the purposes of subclause 9.3, what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.
- 9.5 Overtime shall be paid to employees at the rate equivalent to double that of the substantive hourly rate of pay calculated by dividing the weekly rate of pay (i.e.: annual salary divided by 52.17857) by 38.
- 9.6 An employee may elect to take leave in lieu of payment for all or part of his/her entitlement in respect to the overtime worked. Such leave in lieu may be accrued to a maximum of 80 hours to be utilised at a time convenient to both the employee and the Agency
- 9.7 Leave in lieu of payment in accordance with subclause 9.6 shall accrue at the rate of two hours for each hour's overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes shall be disregarded in determining the amount of accrued leave in lieu.
- 9.8 The minimum period of leave in lieu to which an employee may avail themselves is two hours and shall be taken in full hour multiples.
- 9.9 Any overtime accrued beyond the maximum prescribed at subclause 9.6, shall be automatically paid to the employee.
- 9.10 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

## **10. Leave**

- 10.1 Leave entitlements shall be calculated in hours based on general public service leave provisions.
- 10.2 All absences from duty shall be determined based on the actual number of hours an employee is absent from duty and debited in two hourly proportions.
- 10.3 Absences from duty which do not total complete two hour portions shall be rounded up to the nearest two hour portion for the purposes of debiting leave.

## **11. Weekends and Public Holidays**

- 11.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays shall receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in a twelve month period	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days
31 - 40	4 days
41 or more	5 days

- 11.2 The number of days to be worked to entitle an employee to accrue additional recreation leave shall refer to the actual number of days an employee is required to undertake duty on either a Saturday, Sunday or Public Holiday irrespective of the number of hours an employee is required to perform on those days.
- 11.3 For the purposes of this clause the 12 month period shall commence from the effective date of this award.
- 11.4 Employees may only be rostered on duty on Public Holidays where client demand necessitates the need for them to be on duty.
- 11.5 For the purposes of rostering, Public Holidays shall be credited as 8 hours if an employee is not required to attend for duty or is required for duty for a period of less than 8 hours on that day. Should an employee be required to work on a Public Holiday for 8 hours or more, the actual hours of duty on that day shall be credited against the roster.
- 11.6 Employees who are required to undertake duty on a Saturday, Sunday or Public Holiday shall not be entitled to any additional payment.

## **12. Allowance for Temporary assignment to higher non-executive roles.**

- 12.1 A public service non-executive who is temporarily assigned by the Agency Head under the Government Sector Employment Act 2013 to another non-executive roles at a higher classification of work than the employee's current classification of work shall be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014"

## **13. Public Service Holiday**

- 13.1 All employees shall be entitled to receive one day off duty each year recognised as the Public Service Holiday.
- 13.2 The Public Service Holiday shall be any one of the calendar days which fall within the last calendar fortnight of each year and shall be considered as being an 8 hour day for the purposes of credit toward the 152 hour 4-week roster cycle.
- 13.3 Determination of the day to be granted to an employee as a Public Service Holiday shall be at the Centre Manager's discretion.
- 13.4 Employees shall be advised as to the day on which their Public Service Holiday is to be granted by no later than 1 December of each year.
- 13.5 Public Service Holiday provided for in this clause shall be in lieu of all picnic days provided for under industrial instruments governing employees covered by this award.

## **14. Annual Leave Loading**

- 14.1 Total salary rates provided for by the terms of this award incorporate payment for annual leave loading.

## **15. Utilisation of Staff**

- 15.1 Employees may be required, at the direction of the Centre Manager, to undertake duties of a Services Officer.

- 15.2 The discretion of the Centre Manager to utilise staff in accordance with subclause 15.1 shall only be used in situations where demand requires.
- 15.3 No employee shall be required to undertake functions of a Services Officer for which the employee has not been sufficiently instructed or in the absence of supervision from an appropriately trained person.
- 15.4 Employees shall not unreasonably refuse to undertake training and/or instruction in roles and responsibilities of the role of Catering Officer or Services Officer.

## **16. Uniforms**

- 16.1 Employees shall be provided with uniforms so as each employee has the following articles available to them:
- 4 pairs of pants;
  - 4 aprons;
  - 4 jackets; and
  - 2 pairs of shoes
- 16.2 Articles of clothing provided in accordance with subclause 16.1 shall be replaced upon that particular article of clothing being deemed as unserviceable. The discretion as to the replacement of the article of clothing shall be that of the Centre Manager.

## **17. Grievance and Dispute Settling Procedures**

- 17.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Agency if required.
- 17.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 17.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency-Head or delegate.
- 17.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 17.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 17.6 The Agency Head may refer the matter to the Secretary of Treasury for consideration.
- 17.7 If the matter remains unresolved, the Agency Head 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.
- 17.8 An employee, at any stage, may request to be represented by the Association.

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

### **18. Consultative Committee**

- 18.1 The parties will use the Agency's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 18.2 Recommendations from the Committee will be submitted to the Chief Executive with a request for a report back to the Committee.

### **19. Anti-Discrimination**

- 19.1 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.
- 19.2 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.
- 19.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or as been involved in a complaint of unlawful discrimination or harassment.
- 19.4 Nothing in this clause is to be taken to affect:
- 19.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 19.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 19.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - 19.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 19.5 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.
- 19.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - 19.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

## **20. Area, Incidence and Duration**

- 20.1 This award shall apply to all employees employed for the purposes of cooking and general catering responsibilities in Centres and Academies of the Office of Sport.
- 20.2 The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under Government Sector Employment Act 2013 and its Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2016) Award or any replacement awards.
- 17.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016.
- 17.4 Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 1) have been incorporated into this award as part of the review.
- 17.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

## APPENDIX 1

### Competencies

Level 1 - Competent in the following aspects of catering:

- (i) Knowledge of cleaning chemicals and their application.
- (ii) Knowledge of basic nutrition.
- (iii) Knowledge of food storage and handling procedures.
- (iv) Knowledge of kitchen and personal hygiene.
- (v) Knowledge of kitchen management and safety.
- (vi) Knowledge of catering equipment and an ability to utilise and operate such equipment.
- (vii) Basic knowledge of Equal Employment Opportunity and Work, Health and Safety Acts.

Level 2 - In addition to the competency requirements of Level 1, competent in the following aspects of catering:

- (i) Ability to oversee stock control and arrange ordering of all food items as required.
- (ii) Knowledge of portion control.
- (iii) Ability to carry out menu planning.
- (iv) Basic knowledge of the Health Act and its relationship to kitchen operation.
- (v) Commitment to Equal Employment Opportunity principles; or  
a minimum of 5 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

Level 3 - in addition to the competency requirements of Level 2, competent in the following aspects of catering:

- (i) Ability to undertake pastry cooking, butchery or other specialised cookery functions as considered appropriate.
- (ii) Ability to organise and undertake catering for functions such as weddings, dinner nights, etc.
- (iii) Ability to perform decoration with regard to food presentation.
- (iv) Ability to cater for special dietary needs. Or  
a minimum of 10 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

## APPENDIX 2

### Centre and Academy Locations

Berry Sport and Recreation Centre  
BERRY 2535

Borambola Sport and Recreation Centre  
660A Tarcutta Road  
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN 2083  
Lake Ainsworth Sport and Recreation Centre  
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre  
MUMBIL 2820

Jindabyne Sport and Recreation Centre  
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre  
GUNNEDAH 2380

Milson Island Sport and Recreation Centre  
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre  
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre  
GWANDALAN 2259

Sydney Academy of Sport  
Wakehurst Parkway  
NARRABEEN 2101

J. D. STANTON, Commissioner

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(1667)

SERIAL C8651

## **CROWN EMPLOYEES (OFFICE OF SPORT - SERVICES OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00006975)

Before Commissioner Stanton

2 August 2016

### **REVIEWED AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Objects of the Award
5.	Temporary and Casual Employees
6.	Salaries
7.	Uniforms and Laundry Allowance
8.	Hours of Duty
9.	Overtime
10.	Leave
11.	Weekends and Public Holidays
12.	Allowance for temporary assignments to higher non-executive roles
13.	Public Service Holiday
14.	Annual Leave Loading
15.	Flexible Use of Staff
16.	Anti Discrimination
17.	Work Health and Safety
18.	Grievance and Dispute Settling Procedures
19.	Deduction of Union Membership Fees
20.	Consultative Committee
21.	Area, Incidence and Duration

#### **SCHEDULES**

1. Centre Locations
2. Services Officer Competencies
3. Assistant Services Officer Competencies

### **PART A**

#### **1. Title**

This Award will be known as the Crown Employees (Office of Sport - Services Officers) Award.

## 2. Definitions

“Agency” – Means the Office of Sport.

“Agency Head” – Means the Chief Executive of the Office of Sport.

"Association/PSA" - Means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Assistant Services Officer" - Means employees performing work previously performed by the classifications of Gatekeeper, Kiosk Attendant, Kiosk Supervisor, Pool Attendant, Housekeeper and Residential Assistant.

"Centre" - Means a Agency establishment or site as listed at Schedule 1 - Centre Locations. It also includes any place designated as part of, or as an annex to, such an establishment.

”Chief Executive” – Means the Chief Executive of the Office of Sport.

"Emergency" - Means any major and unexpected change in client demand; a sudden staff shortage that could not have been planned for; a major climatic disturbance or other incident that has a significant effect on the safety of clients, staff or structures.

"Employee" – Means all persons permanently or temporarily employed under the provisions of the Government Sector Employment Act 2013” and who is at the operative date of this Award were occupying one of the positions covered by this Award, or who after that date, are appointed to or employed in any such position.

"Manager" - Means a person occupying a position of Centre Manager or Venue Manager within a Centre or Venue.

"Service" - Means continuous service with the Agency.

"Venue" - Means a Agency establishment or site as listed at Schedule 1 - Venue Locations. It also includes any place designated as part of, or as an annex to, such an establishment

## 3. Parties

3.1 This award has been made between the following parties:

Public Service Association and Professional Officers Association Amalgamated Union of New South Wales

Office of Sport

Secretary of Treasury

## 4. Objects of the Award

- 4.1 The Agency and the employees covered by this Award are committed to working together to ensure a healthy and safe working environment.
- 4.2 The Agency will provide adequate work health and safety training and systems to support this objective. Employees will cooperate in undertaking that training and applying their knowledge in their duties.
- 4.3 The Agency will provide the means, including training in alternative techniques and products, to ensure that employees apply environmentally sound practices in carrying out their duties.
- 4.4 The Agency and its employees recognise that flexibility and continuous improvement are necessary for the organisation to provide excellent client service. This ability to adjust to the changing needs of customers and competition within the industry will enhance the organisation’s reputation; underpin job security and support the viability of the organisation’s business. Employees under this award are an

important part of the Centre support team. They apply their skills flexibly and play a critical role in ensuring that the Agency's assets are protected and maintained and that Centres are safe, welcoming and attractive.

- 4.5 The Agency will provide opportunities for employees to develop their skills and undertakes to pay for those skills in accordance with the competency framework and organisational need. The Agency will assist employees to record their achievements and qualifications in a portfolio. This will provide employees with a tangible record of their skills that may be used to further their career development and employment opportunities. In turn employees undertake to develop and apply their skills to the best of their ability.
- 4.6 The Agency and its employees are committed to fostering an excellent quality of working life and fair employment practices. The Agency undertakes to assist employees to balance work and family responsibilities in keeping with its objective of being an employer of choice.
- 4.7 The Agency and its employees value teamwork, open communications and a harmonious workplace and undertake to work together in a spirit of cooperation.

### **5. Temporary and Casual Employees**

- 5.1 A temporary employee is one engaged to undertake the duties covered by this award under section 43 of the *Government Sector Employment Act 2013*.
- 5.2 A temporary employee may be employed to undertake work for a regular fixed period to carry out a project or task, to undertake the duties of a vacant role, to provide additional assistance, or for any other reasons that is consistent with section 43(3) of the *Government Sector Employment Act 2013*.
- 5.3 Temporary employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with rates provided in the *Crown Employees (Public Sector – Salaries 2016) Award*,
- 5.4 A casual employee is one engaged to undertake the duties covered by this award under section 43 of the *Government Sector Employment Act 2013*.
- 5.5 A casual employee may be employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency or for any other reason that is consistent with section 43(5) of the *Government Sector Employment Act 2013*.
- 5.6 Casual employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with the hourly rates provided in the *Crown Employees (Public Sector – Salaries 2016) Award* and will receive a 15% loading during the period of employment. At the completion of the employment period, the casual employee will also be paid 4/48th of ordinary pay earned during their period of employment in lieu of annual leave benefits.
- 5.7 Casual Employees shall also receive the following entitlements in accordance with the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*:
  - (a) Unpaid parental leave in accordance with paragraph 12.5.4;
  - (b) Personal Carer's entitlement in accordance with subclause 12.6; and
  - (c) Bereavement entitlement in accordance with subclause 12.7.

### **6. Salaries**

- 6.1 Salary rates are specified at *Crown Employees (Public Sector – Salaries 2016) Award*
- 6.2 Salary rates in this award are set in accordance with the *Crown Employees (Public Sector - Salaries 2016) Award* or any variation or replacement award.

- 6.3 The salary rates referred to in *Crown Employees (Public Sector – Salaries 2016) Award* represent an all-inclusive salary excluding the payment of overtime. The annual salary incorporates compensation for all of the following:
- Machinery allowance;
  - Penalty rates;
  - Qualifications allowance
  - Tool allowance; (all tools required are provided by the Agency)
  - Night work allowance;
  - Annual leave loading
- 6.4 Services Officer salary levels will be determined in accordance with the competency structure outlined at Schedule 2.
- 6.4.1 New appointees to the Agency will be appointed on probation in accordance with section 5 of the *Government Sector Employment Rules 2014*.
- 6.4.2 New appointees will be appointed at a salary commensurate with their skills, experience and qualifications as determined by the Manager, in accordance with the rates provided in the *Crown Employees (Public Sector – Salaries 2016) Award*.
- 6.4.3 New appointees will be assessed within 3 months of appointment against the competencies required for the level to which they were appointed. Services Officers who are assessed as competent at the level to which they were appointed will receive the salary rate specified in the *Crown Employees (Public Sector – Salaries 2016) Award* from the date of assessment. If this assessment is not completed within 3 months of the initial date of appointment but the Officer is later assessed as meeting the required competencies, payment at the post-competency rate will be backdated to 3 months from the date of initial appointment.
- 6.4.4 Services Officers and Assistant Service Officers who are assessed as not possessing the competencies required for the level to which they are appointed will be provided with a written report within 2 weeks of the assessment which will state which competencies they have not attained and specify further training and development required. The staff member will be advised that a further assessment will be conducted within 6 months of appointment. Services Officers who are subsequently assessed as competent at the level to which they were appointed will receive the salary rate specified in the *Crown Employees (Public Sector – Salaries 2016) Award* from the date of assessment.
- 6.4.5 Services Officers who are assessed as not being fully competent at any of the Services Officer Levels and Assistant Services Officers who are assessed as not fully competent at the level they were appointed to at the six month assessment may have their appointment annulled in accordance with section 5 of the *Government Sector Employment Rules 2014*.
- 6.4.6 Employees appointed on probation to positions classified as Services Officer (Groundsperson) or Services Officer (Gardener) must possess an appropriate trade certificate and will be remunerated at Services Officer Level 4 at the rate specified in the *Crown Employees (Public Sector – Salaries 2016) Award*. New appointees will be required to demonstrate the essential competencies required for Services Officer Level 1 at which time they will be remunerated at the rate specified for Services Officer Level 4, in the *Crown Employees (Public Sector – Salaries 2016) Award*.
- 6.4.7 New appointees to Services Officer (Groundsperson) and Service Officer (Gardener) positions will be assessed within three months of appointment. Services Officer (Groundsperson) and Service Officer (Gardeners) who are assessed as not possessing the competencies required will be

provided with a written report within two weeks of the assessment which will state which competencies they have not attained and specify the training and development required. The employee will be advised that a further assessment will be conducted within six months of appointment. Services Officers appointed to these positions who are not assessed as fully competent may have their appointment annulled in accordance with section 5 of the *Government Sector Employment Rules 2014*.

- 6.4.8 The Agency will provide new appointees with training and development to support the attainment of competencies prescribed for the level at which they were appointed. The provisions of subclause 4.5 will also apply to new appointees.
- 6.4.9 Temporary employees engaged for 3 months or less will not be required to undertake competency assessment and will be remunerated in accordance with subclauses 5.3 or 5.4. Temporary employees whose period of employment is extended beyond 3 months will be required to undertake competency assessment for the level at they are employed.

## 6.5 Services Officer Competency Progression

- 6.5.1 Assessment will be held on the anniversary of the initial employment, unless another date is agreed upon by the employee and Manager with the approval of the appropriate Director, for reasons of equity, client demand or safety.
- 6.5.2 Assessment will be undertaken by a member/s of management or staff who have completed the Plan, Conduct and Review Assessment modules of the Certificate IV Workplace Assessment and Trainers qualification, with the assistance of an independent subject expert if required. The assessor/s will not be an employee of the same Centre as the employee to be assessed.
- 6.5.3 A list of the competencies is attached at Schedule 2.
- 6.5.4 The recommendation of the assessor/s will be provided to and discussed with the employee before being submitted to the Manager for approval.
- 6.5.5 If progression is recommended, the Manager will approve progression from the date the assessment was held provided the employee's manager has also certified that his/her work performance is satisfactory.
- 6.5.6 If there is a dispute over the recommendation, the matter should be handled according to the Grievance Handling and Dispute Settling Procedure in this Award.
- 6.5.7 If progression is not recommended, the employee will be provided with a written report within 2 weeks of the assessment indicating what further development or training is required. A further assessment will be held within 6 months with the employee's agreement. No more than 3 assessments are to be held each year for the one employee.
- 6.5.8 Where the competency is to be assessed by a relevant certificate the Agency will pay for the training and the renewal of certificate if the competency is required at the employee's current Centre.
- 6.5.9 Progression of employees classified and known as Assistant Services Officers Level 1 and 2 including officers previously called Residential Assistant; Housekeeper; Kiosk Attendant; Pool Attendant and Gatekeeper, will be by merit selection to an available vacancy.
- 6.5.10 Employees classified under this Award as Groundspersons or Gardeners must possess an appropriate trade certificate and will also be required to meet Level 1 essential competencies listed in Schedule 2. Employees under this classification will be appointed by merit selection to an available vacancy and will be remunerated at Services Officer Level 4.

## 7. Uniforms and Laundry Allowance

- 7.1 Uniforms will be provided and replaced in accordance with the Agency's Uniform Policy.
- 7.2 A laundry allowance will be paid fortnightly to the employee at the rate specified in the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or any replacement Award.

## 8. Hours of Duty

- 8.1 Employees are required to work 152 hours over a period of four weeks.
- 8.2 A minimum of 4 hours and a maximum of 12 hours will be required to be worked on any given day, excluding meal breaks.
- 8.3 Hours of duty will not be restricted to specific hours of the day. However, hours of duty will be generally undertaken between 6.00 am and 7.00 pm. Hours to be worked outside of these times will be rostered or requested to be undertaken only when management considers it necessary to meet actual client demand.
- 8.4 Employees will not be rostered for more than two consecutive shifts exceeding 10 hours each. Employees will be rostered for no more than six shifts exceeding 10 hours each in any four-week roster cycle.
- 8.5 Employees will not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period. Nor will they be rostered for more than 7 consecutive days over any period. Employees will be rostered off duty for a minimum of 9 days during any roster cycle. Employees will be rostered off duty for a minimum of two consecutive days in both the first and second fortnights of the four-week roster period.
- 8.6 Employees are not permitted to work more than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty is not a paid break.
- 8.7 Hours of duty are to be determined by a roster that must be displayed in an area available to all employees no less than 7 days before the beginning of the four-week roster cycle.
- 8.8 Rostered hours of duty may be required on any day of the week including Saturdays, Sundays and Public Holidays. Employees will not be rostered for duty on more than two weekends in any four-week roster cycle.
- 8.9 The distribution of weekend, Public Holiday and out-of-hours work will be allocated equitably between all employees subject to the ability of the Centre to meet client demand.
- 8.10 In emergencies, rosters may be varied by the Manager or Service Co-ordinator, provided that 24 hours' notice is given to the employee.
- 8.11 If an employee's rostered hours of duty are varied with insufficient notice, as required by subclause 8.7, the employee will receive payment at the rate of double time for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee. The employee may choose to take time in lieu of payment of overtime.
- 8.12 Local arrangements to apply at particular Centres may be negotiated between an employee and the Manager or Service Co-ordinator. All local arrangements must be documented and approved by the relevant Director. The PSA will be informed about permanent or long-term arrangements.
- 8.13 Employees are entitled to a minimum 10 hour break from duty between the end of one shift and the beginning of the next. If such a break is not provided, the employee is entitled to receive payment at overtime rates as calculated in accordance with Clause 9 for all work undertaken until a 10 hour break can be provided.

## 9. Overtime

- 9.1 Overtime refers to:
- (a) hours of duty undertaken during a four week roster cycle in excess of 152;
  - (b) hours of duty undertaken on days which are in excess of 10 days in any fortnight (: the eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight);
  - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle;
  - (d) hours undertaken beyond the hours of duty rostered on a particular day;
  - (e) hours undertaken on any consecutive days worked in excess of 10 days until such time as a break in duty occurs of a minimum of one full day.
- 9.2 Overtime will be paid to employees at double the ordinary hourly rate. This is calculated by dividing the weekly rate of pay (: annual salary divided by 52.17857) by 38.
- 9.3 Overtime will be paid in the first available pay period following the end of the roster cycle.
- 9.4 An employee may choose to take leave in lieu of payment for all or part of his/her overtime entitlement. Leave in lieu may be accrued to a maximum of 80 hours and is to be taken at a time convenient to both the employee and the Agency.
- 9.5 Leave in lieu of payment in accordance with subclause 9.4 will accrue at the rate of two hours for each hour overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes will be disregarded in determining the amount of accrued leave in lieu.
- 9.6 The minimum period of leave in lieu that an employee can take is two hours. Leave in lieu must be taken in full-hour multiples.
- 9.7 Any overtime accrued beyond 80 hours will be automatically paid to the employee.
- 9.8 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

## 10. Leave

- 10.1 Leave entitlements will be calculated in hours based on general Public Service leave provisions included in the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.
- 10.2 All absences from duty will be determined based on the actual number of hours an employee is absent from duty and debited in multiples of two hours. Absences from duty, which do not total a multiple of two hours, will be rounded up to the nearest multiple of two hours for the purposes of debiting leave.

## 11. Weekends and Public Holidays

- 11.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays will receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in the year 1 December to 30 November	Additional Leave
8 - 12	1 day
13 - 20	2 days

21 - 30	3 days
31 - 40	4 days
41 or more	5 days

- 11.2 The number of days to be worked to entitle an employee to accrue additional recreation leave refers to the actual number of days the employee is required to undertake duty on either a Saturday, Sunday or Public Holiday. It is irrelevant how many hours the employee is required to perform on those days.
- 11.3 For the purposes of rostering, Public Holidays will be credited as 8 hours even if an employee is not required to attend for duty or is required for duty for less than 8 hours on that day. If an employee is required to work on a Public Holiday for more than 8 hours, the actual hours of duty on that day will be credited against the roster.
- 11.4 Employees required to undertake work on weekends and/or Public Holidays are also entitled to the following additional salary entitlements:

Number of Saturdays, Sundays and Public Holidays Worked in the year 1 December to 30 November	Additional Salary Entitlement %
5 - 9	½
10 - 14	1
15 - 19	1 ½
20 - 24	2
25 - 29	2 ½
30 - 34	3
35 - 39	3 ½%
40 - 44	4
45 - 49	4 ½
50 or more	5

- 11.5 Accrued leave entitlements will be made available to employees on an annual basis on 1 December of each year. Accrued salary entitlements under this clause will be paid to employees in the first available pay period after 1 December each year or the first available pay after a quarterly claim has been lodged.

## **12. Allowance for temporary assignments to higher non-executive roles**

- 12.1 A Public Service non-executive employee who is temporarily assigned by the Agency Head under the Government Sector Employment Rules 2014 to another non-executive role at a higher classification of work than the employee's current classification of work shall be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014.

## **13. Public Service Holiday**

- 13.1 All employees will be entitled to receive one day off duty each year as the "Public Service Holiday".
- 13.2 The Public Service Holiday will be any one of the calendar days that fall within the last calendar fortnight of each year and will be considered to be an 8-hour day to be credited towards the 152-hour, 4-week roster cycle.
- 13.3 The Manager will determine which day is to be granted to an employee as a Public Service Holiday.
- 13.4 Employees will be advised of the date of the Public Service Holiday no later than 1 December each year.
- 13.5 The Public Service Holiday provided for in this clause is in lieu of all picnic days provided for under any other industrial instruments.

#### **14. Annual Leave Loading**

- 14.1 Total salary rates provided for by this Award incorporate annual leave loading of 17.5% of four weeks' pay at the employee's annual salary or equivalent.

#### **15. Flexible Use of Staff**

- 15.1 Employees may be required, at the direction of the Manager or Service Co-ordinator, to undertake general kitchen duties.
- 15.2 The discretion of management to use staff in accordance with subclause 15.1 will be used only in situations where client demand requires it.
- 15.3 No employee will be required to undertake kitchen duties unless they have been sufficiently instructed or are supervised by an appropriately trained person.
- 15.4 An employee's place of work may be changed from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.
- 15.5 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be asked either to temporarily relocate to another Centre for up to one roster period with extension available with mutual agreement or, alternatively, to take accrued leave.
- 15.6 Subclauses 15.4 and 15.5 will be subject to consultation with the employee and personal circumstances will be taken into account.
- 15.7 Travelling compensation for employees who are temporarily relocated is governed by clauses 26-33 of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*.

#### **16. Anti-Discrimination**

- 16.1 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.
- 16.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures prescribed by this Award at Clause 18 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.
- 16.3 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.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

16.5 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.

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

16.5.2 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."

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

17.1 The Agency is committed to providing a safe and healthy workplace. The Agency will ensure that no employee is requested to perform work for which she/he is not adequately trained. The Agency will provide training in all required aspects of chemicals handling, use of machinery, manual handling and other aspects of work integral to the duties to be carried out.

### **18. Grievance and Dispute Settling Procedures**

18.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.

18.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

18.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.

18.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

18.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the "Chief Executive"

18.6 The Chief Executive may refer the matter to the Secretary of Treasury for consideration.

18.7 If the matter remains unresolved, the Chief Executive shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

18.8 An employee, at any stage, may request to be represented by the Association.

18.9 The employee or the Association on their behalf, or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

18.10 The employee, Association, Chief Executive and the Secretary of Treasury shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 18.11 Whilst the procedures outlined in subclauses (i) to (x)18.1 to 18.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### **19. Deduction of Union Membership Fees**

- 19.1 The Association will provide the Agency with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 19.2 The Association will advise the Agency of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Agency at least one month in advance of the variation taking effect.
- 19.3 Subject to 19.1 and 19.2, the Agency will deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Agency to make such deductions.
- 19.4 These deductions from an employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 19.5 Unless the Agency and the Association agree to other arrangements, all union membership fees will be deducted on a fortnightly basis.
- 19.6 Where an employee has already authorised the deduction of union membership fees from his or her pay before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **20. Consultative Committee**

- 20.1 The parties will use the Agency's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 20.2 Recommendations from the Committee will be submitted to the Chief Executive with a request for a report back to the Committee.

### **21. Area, Incidence and Duration**

- 21.1 This award will apply to all employees employed for the purposes of providing general services to Centres and Venues.
- 21.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the *Government Sector Employment Act 2013*, the *Rules 2014* and *Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2016) Award* or any replacement awards.
- 21.3 This Award replaced the *Department of Sport, Recreation and Racing Centre Support Officers Enterprise Agreement 1994*.
- 21.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 2 August 2016

- 21.5 Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 15) have been incorporated into this award as part of the review.
- 21.6 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## **SCHEDULE 1**

Addresses at which the Enterprise is carried out:

### **Centre Locations**

Berry Sport and Recreation Centre  
660 Coolangatta Road  
BERRY NSW 2535

Borambola Sport and Recreation Centre  
1980 Sturt Highway  
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre  
Pacific Parade  
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre  
Tara Road  
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre  
The Barry Way  
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre  
Fitness Camp Road  
GUNNEDAH NSW 2380

Milson Island Sport and Recreation Centre  
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre  
Main Road  
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre  
Kanangra Drive  
GWANDALAN NSW 2259

Southern Highlands Regional Shooting Complex  
Wattle Ridge Road  
HILL TOP NSW 2575

Sydney Academy of Sport and Recreation  
Wakehurst Parkway  
NARRABEEN NSW 2101

### Venue Locations

Sydney International Equestrian Centre  
Wallgrove Road  
HORSLEY PARK NSW 2164

Sydney International Shooting Centre  
Elizabeth Drive  
CECIL PARK NSW 2171

Wattle Ridge Rd  
HILL TOP NSW 2575

## SCHEDULE 2

### Services Officer Competencies

#### Services Officer - Level 1

\*Services Officer (Groundsperson)

\*Services Officer (Gardener)

Officers must possess all essentials plus 2 Additional competencies

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Drive Motor Vehicles	Ability to operate general Centre vehicles Including the recording of usage	Must hold a Class C drivers licence
2. Understanding of WH&S	An ability to perform tasks/duties required at this level to WH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.
3. Basic Grounds and Workplace Maintenance using minor plant	An ability to perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Maintain playing fields including marking;</li> <li>- Maintain existing gardens</li> <li>- Undertake mowing and brush cutting using minor plant to manufacturer's specifications including refuelling and usage recording</li> <li>- Utilise and maintain basic irrigation equipment</li> <li>- Maintain drainage systems including sewer and storm water blockages.</li> </ul>
4. Minor Building Maintenance	An ability to perform duties to WH&S regulations.	Demonstrated ability in areas such as: <ul style="list-style-type: none"> <li>- Repairing and maintaining flyscreens</li> <li>- Maintaining light bulbs and fluorescent tubes</li> <li>- Building cleaning not covered by contracted services (eg. spillage)</li> </ul>
5. Handling of Goods and Stores	An ability to perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Transport materials and equipment</li> <li>- Lift and handle goods and stores in a safe manner (manual handling)</li> </ul>

6. Awareness of the Agency's Child Protection Policy	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy guidelines are read, understood and are followed. Agency training in child protection is completed.
7. Work in a manner consistent with equity principles	An ability to work in a manner consistent with equity Principles.	Equity guidelines are followed.
8. Client Liaison	An ability to present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Agency uniform policies and guidelines.
9. Basic swimming pool maintenance	An ability to maintain and Supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
<b>Additional Requirements</b>		
10. Fire management	An ability to assist in general fire and bush fire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels. - Possess a knowledge of maintaining fire breaks.
11. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
12. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and an ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day-to-day maintenance.
13. Catering	General knowledge of kitchen Operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
14. Maintenance of Minor Plant	An ability to maintain a range of Minor plant to operational level.	Can demonstrate an ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. change mower blades).
15. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Agency and Australian Communications Authority protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge to A satisfactory level.

**\*NOTE**

Employees engaged as Services Officer (Gardener) and Services Officer (Groundsperson) are required to possess one of the following indicated qualifications (or an equivalent qualification) in addition to the competency requirements listed for Services Officer Level 1:

Services Officer (Gardener)	Horticulture Certificate III Horticulture (Landscape) Certificate III Horticulture (Parks and Gardens) Certificate III
Services Officer (Groundsperson)	Horticulture Certificate III Horticulture (Turf Management) Certificate III Services Officer- Level 2

**Services Officer - Level 2**

Officers must possess all Essentials from this and previous levels plus 2 Additional Competencies

Key Task	Competency Required	Competency/Measurement
<b>Essential Requirements</b>		
1. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day- to-day maintenance.
2. Catering	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
3. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Agency and Australian Communications Authority Protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge.
4. Electrical	Ability to apply safety practices with regard to general electrical maintenance.	Demonstrate: - Knowledge of OHS guidelines in relation to electrical equipment - Ability to operate generators and replace fuses.
5. Minor plant maintenance	Ability to maintain a range of minor plant to specified guidelines and procedures.	Demonstrated ability to undertake routine maintenance.
<b>Additional Requirements</b>		
6. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use fire fighting vehicles and/or implements; - Use and maintain hydrants and fire hose reels; - Possess knowledge of establishing fire breaks.

7. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
8. Administration (General)	Ability to maintain Administrative Records in relation to plant and other equipment.	Demonstrated understanding of the Agency's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat	Ability to operate Agency powered watercraft.	Hold a current Recreational boating licence where required.
10. Drive Motor Vehicles (Small bus or truck up to 8.0 tonne GVM - for Centres that have these vehicles)	Ability to drive Agency bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate ability to drive a mini bus and/or truck.

### Services Officer- Level 3

Officers must possess all essentials from this and previous levels plus 7 Additional

Key Task	Competency Required	Competency/Measurement
<b>Essential Requirements</b>		
1. Basic building and construction maintenance	Ability to undertake general maintenance requirements on existing buildings and/or constructions within WorkCover guidelines.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Carry out repairs to indoor and outdoor furnishings, sashes and doors;</li> <li>- Correctly prepare various surfaces for painting;</li> <li>- Paint/repaint buildings, fittings, furniture, marine equipment, etc;</li> <li>- Undertake minor sign writing work;</li> <li>- Replace, repair and extend fencing including safety fencing.</li> </ul>
2. Plumbing and drainage maintenance	Ability to maintain existing plumbing and drainage facilities to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Undertake repairs to taps, showers;</li> <li>- Clear blockages in toilet pans, urinals and sewer lines;</li> <li>- Read and record levels of water and/or gas</li> </ul>
3. Basic road repairs	Ability to maintain existing road facilities.	Demonstrated ability to make minor repairs to roads and footpaths
4. First Aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
5. Drive motor vehicles (Small Bus or truck up to 8.0 tonne GVM) - for Centres that have these vehicles.	Ability to drive Agency bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate an ability to drive a mini bus and/or truck.
6. Operate tractors with power take-off Implements	Ability to operate tractors with Power Take Off Implements requirements.	Demonstrated ability to use tractors or other PTO equipment implements such as: <ul style="list-style-type: none"> <li>- Spreaders and sprayers</li> <li>- Wood chippers</li> <li>- Post-hole digger</li> <li>- Roller mower/slasher</li> <li>- Cement mixer</li> </ul>
<b>Additional Requirements</b>		

7. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Implement reduction in fire fuel build up;</li> <li>- Use fire fighting equipment including pumps and fire extinguishers;</li> <li>- Use fire fighting vehicles and/or implements;</li> <li>- Use and maintain hydrants and fire hose reels;</li> <li>- Possess knowledge of establishing firebreaks.</li> </ul>
8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Agency's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat (for Centres that have powered watercraft)	Ability to operate Agency powered watercraft.	Hold a current Recreational Boating licence where required.
10. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: <ul style="list-style-type: none"> <li>- Complete an appropriate course of instruction in chainsaw operation;</li> <li>- Undertake chainsaw maintenance including sharpening.</li> </ul>
11. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Must hold a current WorkCover approved permit for the operation of a -front end loader, backhoe or backhoe attachments to a tractor.
12. Advanced road repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.
13. Welding	Ability to apply basic welding skills.	Certified ability to: <ul style="list-style-type: none"> <li>- Undertake silver and normal soldering;</li> <li>- Undertake repairs in plastic including repairs to canoes;</li> <li>- Undertake repairs in aluminium including repairs to boats</li> </ul>
14. Elevated Work Platform (Scaffold) for Centres or Academies that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Hold a current WorkCover approved permit to operate an Elevated Work Platform.
15. Advanced Building and Construction Maintenance.	Ability to undertake advanced maintenance requirements on existing buildings and/or constructions within WorkCover guidelines	Demonstrated ability to; <ul style="list-style-type: none"> <li>- Undertake repairs to all buildings including sheet roofing;</li> <li>- Undertake repairs to existing brickwork;</li> <li>- Undertake minor building demolition.</li> </ul>
16. Plumbing and Drainage Maintenance	Ability to maintain plumbing and drainage facilities to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Undertake repairs to cisterns, basins, water supply lines and urinals;</li> <li>- Inspect valves;</li> <li>- Install and maintain sprinkler/irrigation systems.</li> </ul>

17. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
18. Greens Maintenance	Ability to maintain greens	Demonstrated; - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.

#### Services Officer - Level 4

#### Officers must possess all Essentials from this and previous levels plus 4 Additional

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Building and Construction	Ability to construct structures which do not require development applications.	Demonstrated ability to: - Construct simple structures including shade areas, sheds and seating; - Construct retaining walls; - Pour and finish paths, slabs and kerbing; - Undertake concrete formwork and reaper work; - Prepare for and lay paving; - Undertake repairs to all buildings including sheet roofing; - Undertake repairs to existing brickwork; - Undertake minor building demolition;
2. Plumbing and Drainage Maintenance	Ability to maintain existing plumbing and drainage facilities to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: - Undertake repairs to cisterns, basins, water supply lines and urinals; - Inspect valves - Install and maintain sprinkler/irrigation systems
3. Fire Management	An ability to assist in fire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels; - Implement reduction in fire fuel build up - Possess knowledge of establishing and maintaining firebreaks
4. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Hold a current WorkCover approved permit for the operation of a front-end loader, backhoe or backhoe attachments to a tractor.

5. Chemical Handling	Knowledge of the safe storage, handling and use of chemicals.	Demonstrated knowledge of and ability to apply knowledge with regard to: - WH&S guidelines with regard to storage, handling and use of chemicals; - Materials for the control of domestic Pests - Herbicides for noxious weeds control;
		- Maintenance of water filtration and/or purification systems including the use of associated chemicals. The employee must be certified in each of the areas outlined above.
6. Drive Power Boat (for Centres that have registered powered water craft)	Ability to operate Agency powered watercraft.	Must hold a current Recreational Boating licence where required.
7. Elevated Work Platform (Scaffold) for Centres that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Must hold a current WorkCover approved permit to operate an Elevated Work Platform.
Additional Requirements		
8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Agency's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Basic Cookery	Ability to undertake basic cookery in emergency situations or to assist Catering Officers.	Demonstrated application of basic cookery skills to a level satisfactory to the supervisor.
10. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
11. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: - Complete an appropriate course of instruction in chainsaw operation; - Undertake chainsaw maintenance including sharpening.
12. Welding	Ability to apply basic welding skills	Certified ability to: - Undertake silver and normal soldering; - Undertake repairs in plastic including repairs to canoes; - Undertake repairs in aluminium including repairs to boats.
13. Greens maintenance	Ability to maintain greens	Demonstrated: - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.

14. Drive motor vehicle (large bus)	Ability to meet the requirements necessary to drive a Agency bus licensed to carry in excess of 30 passengers	Hold a current Class MR or HR drivers licence
15. Drive a commercially registered power vessel	Ability to drive a power vessel that is registered under the NSW Waterways commercial survey code.	Hold commercial vessel licence (Marine Coxswain's licence) where required.
16. Advanced Road Repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.

Notes:

#### Location Specific Competencies

In recognition of the fact that some Centres require Services Officers to possess competencies that are site specific, the following conditions shall be applicable:

#### Competency Requirements

At sites where facility uniqueness, Centre remoteness or general access conditions dictate, the Agency reserves the right to stipulate which desirable competencies are to be regarded as essential at Level 2 and above. The number of competencies that may be stipulated will not exceed 2 from the following table.

Centre or Academy Feature	Competency (or Qualification) Stipulated
Golf Course Extensive Gardens	Horticulture Certificate III Horticulture (Turf Management) Certificate II or III
Exclusive Water Access	Drive commercially registered vessel
Bus Exceeding 30 Passengers	Drive Motor Vehicle (Large Bus)

In recognition of the fact that some site-specific competencies may involve training and/or certification additional to those training or qualification requirements normally considered to be applicable to Services Officers, employees may be required to demonstrate the ability and willingness to undertake such training in order to acquire the necessary competencies.

**SCHEDULE 3****Assistant Services Officer - Competencies****Assistant Services Officer Level 1**

Competencies marked with an \* are essentials. Manager to determine requirements for Assistant Service Officer Level 1 according to Centre requirements.

Key Task	Competency Required	Competency/Measurement
1. Understanding of WH&S*	Perform tasks/duties required at this level to WH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.
2. Basic grounds and workplace maintenance using minor plant	Perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Maintain playing fields including marking;</li> <li>- Maintain existing gardens</li> <li>- Undertake mowing and brush cutting using minor plant to manufacturers specifications including refuelling and usage recording</li> <li>- Utilise and maintain basic irrigation equipment</li> <li>- Maintain drainage systems including sewer and storm water blockages.</li> </ul>
3. Minor building maintenance	Perform duties to WH&S regulations.	Demonstrated ability in areas such as: <ul style="list-style-type: none"> <li>- Repairing and maintaining flyscreens</li> <li>- Maintaining light bulbs and fluorescent tubes</li> <li>- Building cleaning not covered by contracted services (eg. spillage)</li> </ul>
4. Handling of goods and stores	Perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Transport materials and equipment</li> <li>- Lift and handle goods and stores in a safe manner (manual handling)</li> </ul>
5. Awareness of the Agency's Child Protection Policy*	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy and guidelines are read, understood and are followed. Agency training in child protection is completed.
6. Work in a manner consistent with equity principles*	Work in a manner consistent with equity principles.	Equity guidelines are followed.
7. Client liaison*	Present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Agency uniform policies and guidelines.
8. Work as a member of a team*	Perform tasks requiring coordination and harmony within a team.	Constructive contribution to team.
9. Kitchen and dining room duties	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability in: <ul style="list-style-type: none"> <li>- Basic hygienic food preparation;</li> <li>- Hygiene and waste disposal processes;</li> <li>- Hygienic food storage and handling;</li> <li>- Kitchen safety.</li> <li>- Fine and other dining room procedures.</li> <li>- Safe operation of commercial dishwashers</li> <li>- Handling kitchen cleaning chemicals</li> </ul>

10. Maintenance of Minor Plant	Maintain a range of Minor plant to operational level.	Demonstrated ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. Change mower blades).
11. Receive and handle cash from clients and visitors	Receive and reconcile cash transactions and provide receipts where required.	Demonstrated ability to perform tasks including documentation with accuracy and timeliness.
12. Assist in preparing and maintaining residential and client facilities	Undertake household chores including making beds, changing and laundering linen and general cleaning.	Perform tasks in a hygienic and timely manner.
13. Basic swimming pool maintenance	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
14. Control groups of visitors to sporting events	Ensure orderly and safe crowd control	Hold security licence.
15. Make and look up client bookings	Document bookings for Centre facilities such as tennis court.	Ability to operate CIMS or equivalent system.
16. Drive motor vehicles	Operate general Centre vehicles including recording usage.	Must hold an RTA Class C drivers licence.

#### **Assistant Services Officer Level 2.**

Officers must possess essential competencies from Level 1 and additional competencies from Level 1 & 2 as determined as being required by the Manager.

Key Task	Competency Required	Competency/ Measurement
1. Supervision skills	Direct and oversight the operations of staff performing duties within area of responsibility.	Demonstrate an ability to: <ul style="list-style-type: none"> <li>- plan work priorities in a team based environment;</li> <li>- provide clear direction in the completion of tasks;</li> <li>- monitor the performance of accountable staff; and</li> <li>- provide training to accountable staff.</li> <li>- roster staff equitably.</li> </ul>
2. Large scale laundering	Ensure Centre linen supply is laundered and hygienic	Demonstrate an ability to handle large volumes of linen to ensure continuity and hygiene maintained.
3. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
4. First aid	Undertake St. John Ambulance Certificate or equivalent.	Certification
5. Basic swimming pool maintenance.	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.

6. Undertake stock control.	Order stock and maintain inventory	Demonstrate ability to ensure stock is adequate and accountable documents are maintained.
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J. D. STANTON, Commissioner

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(1925)

**SERIAL C8665**

## **LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 2016/00349425)

Before Commissioner Tabbaa

6 December 2016

### **VARIATION**

1. Delete Part B of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

### **PART B**

**Table 1 - Monetary Rates**

	Current Rate p/week from 28 September 2016 \$
Care Service Employees	
New Entrant Grade 1 Junior	669.40
Grade 1	781.40
Grade 2	830.50
Grade 3	880.20
Grade 4	
- Level 1	926.00
- Level 2	1005.00
Grade 5 - from	1071.80
- to	1583.80

1. Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.
2. Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Current Rate p/week from 28 September 2016 \$
Maintenance Supervisors	
Maintenance Supervisor (Otherwise)	919.60
Maintenance Supervisor (Otherwise)	

- in charge of staff	939.40
Maintenance Supervisor (Tradesperson)	997.00
Catering Officer	
Trainee Catering Officer	
1st year	813.50
2nd year	828.10
3rd year	844.90
Assistant Catering Officer	
80-120 beds	853.20
120-300 beds	908.70
300-500 beds	975.10
500-1000 beds	1001.10

	Current Rate p/week from 28 September 2016 \$
Catering Officer	
80-120 beds	948.80
120-200 beds	975.10
200-300 beds	1001.10
300-500 beds	1051.00
500-1000 beds	1134.50
Diversional Therapist	
1st year of experience	848.70
2nd year of experience	890.90
3rd year of experience	932.70
4th year of experience	974.30
5th year of experience and thereafter	1014.30
Dieticians	
1st year of service	924.00
2nd year of service	964.60
3rd year of service	1012.80
4th year of service	1065.00
5th year of service	1113.30
6th year of service	1151.90
7th year of service	1180.90
Therapists and Social Workers (excluding Diversional Therapists)	
1st year of service	900.00
2nd year of service	924.00
3rd year of service	964.60
4th year of service	1012.80
5th year of service	1065.00
6th year of service	1113.30
7th year of service	1151.90
8th year of service & thereafter	1180.90
Apprentices	
Apprentice Cook	
1st year	528.30
2nd year	726.20
3rd year	814.30

Apprentice Gardener		
1st year		440.10
2nd year		528.30
3rd year		704.20
4th year		792.30
Homecare Employees		
Homecare Employee		
Grade 1		786.00
Grade 2		824.60
Grade 3		881.70
		Current Rate p/week from 28 September 2016 \$
Live-in Homecarers		
Grade 1	Daily Rate	204.40
Grade 2	Daily Rate	230.90
Grade 3	Daily Rate	267.60
Clerical & Administrative Employees		
Juniors		
At 16 years of age and under		427.50
At 17 years of age		484.50
At 18 years of age		555.50
At 19 years of age		626.00
At 20 years of age		690.20
Adults		
Grade 1		843.40
Grade 2		893.50
Grade 3		946.00
Grade 4		987.90
Grade 5		1032.50

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description		Current Rate \$
1	9(xi)(c)	Broken Shift	per shift	9.74
2	9(iii)(a)	Overtime - Breakfast *	per meal	12.88
3	9(iii)(b)	Overtime - Luncheon *	per meal	16.64
4	9(iii)(c)	Overtime - Evening Meal *	per meal	24.29
5	10(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.36
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	15.86
7	14(i)	Climatic & Isolation Allowance	Per/week	6.31
8	14(ii)	Climatic & Isolation Allowance	per week	11.93
9	17(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.60

10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.95
11	17(iii)	Linen Handling - Nauseous Nature	per hour	0.30
12	17(v)	Use of own vehicle	per week	0.68
13	17(ix)	Laundry & Dry Cleaning certificate Allowance	per week	10.50
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	25.82
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	36.93
26	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	46.64
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	56.96
18	30(i)(c)	Uniform Allowance *	per week	6.60
19	30(i)(d)	Special Type Shoes Allowance *	per week	2.04
20	30(i)(e)	Cardigan or Jumper Allowance *	per week	1.97
21	30(i)(f)	laundry Allowance - Uniform *	per week	5.46
22	31(ii)(d)	Sleepover Allowance	per shift	46.10
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	2.15

Note: Allowances marked \* increased by CPI

2. Delete A.4, Minimum Wages of SCHEDULE A - TRAINING WAGES and insert in lieu thereof the following:

A.4 Minimum Wages

A.4.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause A5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Schedule B are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	311.30	343.30	412.10
Plus 1 year out of school	343.30	412.10	479.80
Plus 2 years out of school	412.10	479.80	557.50
Plus 3 years out of school	479.80	557.50	637.20
Plus 4 years out of school	557.50	637.20	637.20
Plus 5 or more years out of school	637.20	637.20	637.20

## A.4.2 Minimum wages for part-time traineeships

## (a) Wage Level A

The minimum wages for a trainee undertaking a part-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix B are:

	Highest Year of Schooling completed		
	Year 10 Per hour \$	Year 11 Per hour \$	Year 12 Per hour \$
School Leaver	10.25	11.30	13.55
Plus 1 year out of school	11.29	13.55	15.75
Plus 2 years	13.55	15.75	18.36
Plus 3 years	15.75	18.36	20.96
Plus 4 years	18.36	20.96	20.96
Plus 5 years or more	20.96	20.96	20.06

## (b) School-based traineeships

The minimum wages for a trainee undertaking a school-based AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage A by Schedule B are as follows when the trainee works ordinary hours:

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Wage Level A	10.25	11.30

3. Delete SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS and insert in lieu thereof the following:

**SCHEDULE B: ALLOCATION OF TRAINEESHIPS TO WAGE LEVELS**

The wage levels applying to training packages and their AQF certificate levels are:

Wage Level A	
Training package	AQF certificate level
Business Services	I
	II
	III
	IV
Community Services	II
	III
	IV

4. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2016.

I. TABBAA, Commissioner

**NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 2016/00349312)

Before Commissioner Tabbaa

6 December 2016

**VARIATION**

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012 (372 I.G. 588) and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2016. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2016

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

**PART B****Table 1 - Monetary Rate For Trainees**

Highest Year of Schooling Completed Skill Level A - Year 10			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Leaver	\$304.00	2.40%	\$311.30
1 year out of school	\$335.20	2.40%	\$343.20
2 years out of school	\$402.40	2.40%	\$412.10
3 years out of school	\$468.60	2.40%	\$479.80
4 years out of school	\$544.40	2.40%	\$557.50
5 years out of school	\$622.30	2.40%	\$637.20

Highest Year of Schooling Completed Skill Level A - Year 11			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Leaver	\$335.30	2.40%	\$343.30
1 year out of school	\$402.40	2.40%	\$412.10
2 years out of school	\$468.60	2.40%	\$479.80
3 years out of school	\$544.40	2.40%	\$557.50
4 years out of school	\$622.40	2.40%	\$637.30
5 years out of school	\$622.40	2.40%	\$637.30

Highest Year of Schooling Completed Skill Level A - Year 12			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Leaver	\$402.40	2.40%	\$412.10
1 year out of school	\$468.60	2.40%	\$479.80
2 years out of school	\$544.40	2.40%	\$557.50
3 years out of school	\$622.40	2.40%	\$637.30
4 years out of school	\$622.40	2.40%	\$637.30
5 years out of school	\$622.40	2.40%	\$637.30

**Table 2 - Monetary Rates For School Based Traineeships**

Year of Schooling Year 11			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Based Traineeship Skill Level 1	\$292.20	2.40%	\$299.20

Year of Schooling Year 12			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Based Traineeship Skill Level 1	\$335.30	2.40%	\$343.30

**Table 3 - Wages - School Based Traineeships**

Year of Schooling Year 11			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Based Traineeships - Skill Levels A,B,C.	\$203.00	2.40%	\$207.90

Year of Schooling Year 12			
	Existing Rate	SWC 2016 2.4%	Year 10 First Pay Period 2016
School Based Traineeships - Skill Levels A,B,C.	\$222.40	2.40%	\$227.70

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 28 September 2016.

I. TABBAA, Commissioner

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**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(Case No. 2016/00349189)

Before Commissioner Tabbaa

6 December 2016

**VARIATION**

1. Delete subclause (iv) from clause 50 Area Incidence and Duration of the award published 28 November (366 IG. 1320) and reprinted 27 January 2012, (372 I.G. 621) and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2016. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 28 September 2016.

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

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

Classification		FFPP 28/09/2015	Increase 2.4%	SWC 2016 FFPP 28/09/2016
Assistant in Nursing/Trainee Enrolled Nurse				
Under 18:	1st year	\$630.70	2.40%	\$645.80
	2nd year	\$658.60	2.40%	\$674.40
	Thereafter	\$684.80	2.40%	\$701.20
Over 18:	1st year	\$741.20	2.40%	\$759.00
	2nd year	\$764.00	2.40%	\$782.30
	3rd year	\$787.20	2.40%	\$806.10
	Thereafter	\$811.00	2.40%	\$830.50
Enrolled Nurse :	1st year	\$904.40	2.40%	\$926.10
	2nd year	\$922.90	2.40%	\$945.00
	3rd year	\$942.60	2.40%	\$965.20
	4th year	\$962.00	2.40%	\$985.10
	Thereafter	\$981.40	2.40%	\$1,005.00
Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	\$1,021.50	2.40%	\$1,046.00
	2nd year	\$1,075.80	2.40%	\$1,101.60
	3rd year	\$1,129.90	2.40%	\$1,157.00
	4th year	\$1,187.80	2.40%	\$1,216.30
	5th year	\$1,245.40	2.40%	\$1,275.30

	6th year	\$1,303.00	2.40%	\$1,334.30
	7th year	\$1,368.80	2.40%	\$1,401.70
	8th year	\$1,423.90	2.40%	\$1,458.10
Nursing Unit Manager (personal to current occupants as at 01.03.99)				
Level I	1st year	\$1,576.60	2.40%	\$1,614.40
	2nd year	\$1,620.30	2.40%	\$1,659.20
Level II		\$1,662.60	2.40%	\$1,702.50
Level III		\$1,702.70	2.40%	\$1,743.60
Nurse undergoing pre registration assessment		\$884.20	2.40%	\$905.40
Clinical Nurse Specialist		\$1,481.30	2.40%	\$1,516.90
Clinical Nurse Consultant		\$1,745.00	2.40%	\$1,786.90
Clinical Nurse Educator		\$1,481.30	2.40%	\$1,516.90
Nurse Educator	1st year	\$1,576.50	2.40%	\$1,614.30
	2nd year	\$1,620.30	2.40%	\$1,659.20
	3rd year	\$1,659.40	2.40%	\$1,699.20
	4th year	\$1,745.00	2.40%	\$1,786.90
Senior Nurse Educator	1st year	\$1,786.60	2.40%	\$1,829.50
	2nd year	\$1,822.70	2.40%	\$1,866.40
	3rd year	\$1,882.60	2.40%	\$1,927.80
Assistant Director of Nursing				
<150 beds		\$1,620.30	2.40%	\$1,659.20
150-250 beds		\$1,745.00	2.40%	\$1,786.90
250 beds		\$1,786.60	2.40%	\$1,829.50
Deputy Director of Nursing				
Less than 20 beds		\$1,652.70	2.40%	\$1,692.40
20-75 beds		\$1,694.60	2.40%	\$1,735.30
75-100 beds		\$1,733.30	2.40%	\$1,774.90
100-150 beds		\$1,769.60	2.40%	\$1,812.10
150-200 beds		\$1,822.60	2.40%	\$1,866.30
200-250 beds		\$1,882.60	2.40%	\$1,927.80
250-350 beds		\$1,952.10	2.40%	\$1,999.00
350-450 beds		\$2,020.80	2.40%	\$2,069.30
450-750 beds		\$2,095.00	2.40%	\$2,145.30
750+ beds		\$2,175.10	2.40%	\$2,227.30
Director of Nursing				
Less than 25 beds		\$1,845.00	2.40%	\$1,889.30
25- 50 beds		\$1,952.10	2.40%	\$1,999.00
50-75 beds		\$1,993.40	2.40%	\$2,041.20
75-100 beds		\$2,034.40	2.40%	\$2,083.20
100-150 beds		\$2,092.20	2.40%	\$2,142.40
150-200 beds		\$2,161.40	2.40%	\$2,213.30
200-250 beds		\$2,230.10	2.40%	\$2,283.60
250-350 beds		\$2,313.00	2.40%	\$2,368.50
350-450 beds		\$2,451.20	2.40%	\$2,510.00
450-750 beds		\$2,591.90	2.40%	\$2,654.10
750+ beds		\$2,753.00	2.40%	\$2,819.10

Table 2 - Other Rates and Allowances

Brief Description	Clause No	Existing Rate \$	Increase	SWC 2016 FFPP 28/09/2016
In charge of nursing home less than 100 beds	10 (i)(a)	\$25.32 per shift	2.40%	\$25.93
In charge of nursing home 100 beds & <150 beds		\$40.76 per shift	2.40%	\$41.74

In charge of ward/unit	10 (i)(b)	\$25.32 per shift	2.40%	\$25.93
On call	10 (ii)(a)	\$22.56 per 24 hours or part thereof	2.40%	\$23.10
On call on rostered days off	10 (ii)(b)	\$45.13 per 24 hours	2.40%	\$46.21
		Or part thereof		
On call during meal break	10 (ii)(c)	\$12.22 per period	2.40%	\$12.51
Travelling Allowance	10 (ii)(d) & (iii)	74.48 cents per Kilometre	1.00%	\$0.75
Climatic Allowance	11(i)	\$4.68 per week	2.40%	\$4.79
Isolation Allowance	11(ii)	\$9.04 per week	2.40%	\$9.26
Expense allowance for DONs	13			
Less than 100 beds		\$269.58 pa	1.00%	\$272.28
100-299		\$538.03 pa	1.00%	\$543.41
300-499		\$807.62 pa	1.00%	\$815.70
Over 500 beds		\$1,077.57 pa	1.00%	\$1,088.35
Uniform	16(iii)(a)	\$7.23 per week	1.00%	\$7.30
Shoes	16(iii)(a)	\$2.24 per week	1.00%	\$2.26
Cardigan or Jacket	16(iii)(b)	\$2.17 per week	1.00%	\$2.19
Stockings	16(iii)(c)	\$3.77 per week	1.00%	\$3.81
Socks	16(iii)(d)	\$0.75 per week	1.00%	\$0.76
Laundry	16(iv)	\$6.04 per week	1.00%	\$6.10
Meal on overtime	18(viii)	\$10.65 per meal	1.00%	\$10.76
Breakfast	28(i)(c)	\$3.98 per meal	1.00%	\$4.02
Other Meals*	28(i)(c)	\$7.22 per meal	1.00%	\$7.29

**Table 3 - Continuing Education Allowances**

Item No.	Brief Description	Clause No.	Existing Rate \$	Increase	SWC 2016 FFPP 28/09/2016
1	Continuing education allowance: Registered Nurse	10A (vii)	21.24 per week	2.40%	\$21.75
2	Continuing education allowance: Registered Nurse	10A (viii)	35.40 per week	2.40%	\$36.25
3	Continuing education allowance: Registered Nurse	10A(ix)	42.48 per week	2.40%	\$43.50
4	Continuing education allowance: Enrolled Nurse	10A(x)	14.16 per week	2.40%	\$14.50

3. This variation shall take effect from the beginning of the first full pay period to commence on or after the 28 September 2016.

I. TABBAA, Commissioner

**OFFICE OF SPORT WIN SPORTS AND ENTERTAINMENT  
CENTRES AUSTRALIAN WORKERS UNION (STATE) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(Case No. 2016/00266248)

Before Commissioner Tabbaa

20 September 2016

**AWARD**

**AWARD ARRANGEMENT**

The conditions of employment contained in Part A of this award apply to all employees.

The conditions of employment contained in Part B of this award apply only to all non-managerial employees.

The conditions of employment contained in Part C of this award apply only to all managerial employees.

**PART A - ALL EMPLOYEES**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Intention
5.	No Extra Claims
6.	Application
7.	Period of Operation
8.	Terms of Engagement
9.	Rates of Pay
10.	Payment of Wages
11.	Superannuation and Salary Sacrificing
12.	Income Protection
13.	Training
14.	Meal Breaks and Allowances
15.	Annual Leave and Annual Leave Loading
16.	Long Service Leave
17.	Sick Leave
18.	Personal Carers Leave / Bereavement Leave
19.	Time off in Lieu / Make up Time / Roster Days
20.	Parental Leave
21.	Jury Service
22.	Introduction of Change
23.	Redundancy
24.	Performance Management
25.	Disciplinary Procedure
26.	Disputes Procedure
27.	Role of the Union
28.	Consultative Committee
29.	Anti-Discrimination
30.	Secure Employment

**PART B - GENERAL STAFF**

Clause No.	Subject Matter
1.	Terms of Engagement
2.	Classifications
3.	Termination of Employment
4.	Hours of Work
5.	Overtime and Time Off In Lieu
6.	Meal Breaks and Allowances
7.	First Aid Allowance
8.	Public Holidays
9.	Uniforms and Protective Clothing
10.	Multi-Hiring

**PART C - MANAGEMENT STAFF**

Clause No.	Subject Matter
1.	Engagement
2.	Duties and Responsibilities
3.	Performance Review
4.	Remuneration
5.	Provision of a Vehicle
6.	Termination
7.	Hours of Work
8.	Confidentially
9.	Professional Indemnity
10.	Resources
11.	Professional Development
12.	Expenses

**PART D - MONETARY RATES**

Table 1 - General Staff Weekly Rates of Pay  
 Table 2 - Management Staff Weekly Rates of Pay  
 Table 3 - Other Rates and Allowances

**PART A - ALL EMPLOYEES****1. Title**

This award shall be known as the Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2016.

**2. Definitions**

"Employee" means a person employed by the Office of Sport at the WIN Sports and Entertainment Centres on an ongoing full-time, ongoing part-time, temporary or casual basis.

"Union" means the Australian Workers Union, Port Kembla South Coast & Southern Highlands Branch New South Wales.

"WSEC" means the WIN Sports and Entertainment Centres.

### **3. Parties**

The parties to this award are:

- a. The Office of Sport;
- b. The Industrial Relations Secretary; and
- c. The Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales (the Union).

### **4. Intention**

- 4.1 The parties to this Award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the WIN Sports and Entertainment Centres and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

### **5. No Extra Claims**

- 5.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 12 September 2017 by a party to this Award.
- 5.2 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.

### **6. Application**

- 6.1 This Award is binding on the Office of Sport, WSEC, employees of the Office of Sport working for the WSEC, and the Australian Workers Union (New South Wales Branch) representing their members employed at the WSEC, in respect of the employment conditions and rates of pay for the Office of Sport employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the WIN Sports and Entertainment Centres.
- 6.2 This Award shall equally apply to any sub-contracted organisation or individual employing persons, other than manager classifications, who would otherwise either have been employed by the WSEC, other than organisations or individuals who either are party to, or obliged by common rule application to, observe Awards or Agreements of the Australian Liquor Hospitality Miscellaneous Workers Union in regard to cleaning, security, childcare or catering services or otherwise excluded by the operation of State or Federal law.

### **7. Period of Operation**

- 7.1 This award will operate from the first pay period commencing on or after 13 September 2016 and will remain in force for a period of one year, and rescinds and replaces the Office of Sport WIN Sports and Entertainment Centres Australian Workers Union (State) Award 2015 published 9 October 2015 (378 I.G. 93), and any variation thereof.
- 7.2 The award stands alone. All other agreements and awards are excluded from having any application to employees of the Office of Sport working for the WSEC while performing the work covered by the Agreement.

## 8. Terms of Engagement

- 8.1 Employees under this Award shall be engaged as Ongoing (full-time or part-time), Temporary or Casual employees.
- 8.2 Ongoing and temporary weekly full-time employees, including management, will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Section A of Table 1 or in Table 2 of Part D, Monetary Rates.
- 8.3 Ongoing and temporary annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Ongoing and temporary annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in Clause 5 of Part B, Overtime and Time off in Lieu.
- 8.4 Ongoing and temporary weekly part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the WSEC and the employee concerned, provided that such lesser hours are no fewer than 80 hours per month or 4 hours per shift.
- 8.5 Part-time employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates. The provisions of subclause (b) of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.
- 8.6 Probationary Period: Notwithstanding anything elsewhere contained in this Clause, and Clause 3 of Part B, Termination of Employment, a maximum of the first three (3) months of ongoing employment will be on a trial basis and may be terminated by at least two days' notice. If this notice is not given during this period the payment or forfeiture of two (2) days' wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- 8.7 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.
- 8.8 The WSEC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- 8.9 Despite any other provision of this Award, the WSEC is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

## 9. Rates of Pay

- 9.1 The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- 9.2 The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2 and 4 of Part D attached hereto.
- 9.3 An employee will only be classified and paid at a higher level of skill if the WSEC has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- 9.4 An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

- 9.5 A weekly or annualised salaried employee who, during a period of relief greater than 5 working days, is required to perform the duties of a Manager and, in the opinion of the appropriate Department Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management position.
- 9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief position an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

#### **10. Payment of Wages**

- 10.1 All moneys payable to employees will be paid weekly, fortnightly or monthly, by agreement with the employee, by electronic funds transfer.
- 10.2 For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

#### **11. Superannuation and Salary Sacrificing**

- 11.1 The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 and Section 124 of the Industrial Relations Act 1996 (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- 11.2 Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust), Australian Super, or HESTA (Health & Community Services Industry Fund) on a monthly basis on behalf of employees engaged under the provisions of this award.

#### **SALARY SACRIFICE TO SUPERANNUATION**

- 11.3 Notwithstanding the salaries as varied by clause 9, Rates of Pay of this Part, an employee may elect, subject to the agreement of the WSEC, to sacrifice a portion of the salary payable under clause 9 Rates of Pay to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 9 Rates of Pay.
- 11.4 Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
- i. Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - ii. Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 9 Rates of Pay of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 11.5 Where an employee elects to salary sacrifice in terms of subclause 11.3 above, the WSEC will pay the sacrificed amount into the relevant superannuation fund.

## **12. Income Protection**

- 12.1 All ongoing and temporary weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.
- 12.2 It is a term of this award that the WSEC will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

## **13. Training**

- 13.1 The WSEC acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.
- 13.2 No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.
- 13.3 The WSEC will accept responsibility for the organisation of ‘on-the-job’ training but employees will assist as required in the training of other employees. For training ‘off-the-job’ the WSEC will accept responsibility for arranging the training in all cases where the WSEC requests such training to meet staffing requirements.
- 13.4 The WSEC will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken ‘off-the-job’ and outside normal working hours, and approved by the WSEC as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- 13.5 An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

## **14. Meal Breaks and Allowances**

- 14.1 Full-time and part-time employees
- i. All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- 14.2 Casual Employees
- i. All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
  - ii. Casual employees who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

**15. Annual Leave and Annual Leave Loading**

- 15.1 The annual leave provisions will be governed by the Annual Holidays Act 1944 (NSW) as amended.
- 15.2 All ongoing and temporary employees shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- 15.3 Ongoing and temporary employees engaged as General Staff under Part B shall be paid at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- 15.4 The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- 15.5 Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- 15.6 No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.
- 15.7 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.8 Access to annual leave, as prescribed in subclause 15.7 of this clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 15.9 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

**16. Long Service Leave**

- 16.1 Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the Long Service Leave Act 1955.
- 16.2 For continuous service post 1st September 2005, employees shall accrue long service leave as follows:
- a. Ten weeks paid leave after ten years' service, and thereafter,
  - b. Five weeks paid leave on the completion of each additional five years' service.
- 16.3 Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

**17. Sick Leave**

- 17.1 A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 17.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- 17.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.

- 17.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 17.5 Where an employee is absent for more than one consecutive day, or more than three single days in a year, the employee shall provide the employer with a doctor's certificate.
- 17.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

### **18. Personal Carers Leave / Bereavement Leave**

#### Use of Sick Leave

- 18.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.3.2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 16, Sick Leave, of this Part for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 18.2 The employee shall, if required, establish 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. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 18.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 18.3.1 The employee being responsible for the care and support of the person concerned; and
- 18.3.2 The person concerned being:
- a. a spouse of the employee, or
  - b. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - c. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - d. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - e. a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 

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

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

"household" means a family group living in the same domestic dwelling.
- 18.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give

prior notice of absence, the employee shall notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

#### Unpaid Leave for Family Purpose

- 18.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 18.3.2 above who is ill.

### **BEREAVEMENT LEAVE**

- 18.6 A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

### **19. Time Off in Lieu / Make Up Time / Roster Days**

#### 19.1 Time Off in Lieu of Payment of Overtime

19.1.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

19.1.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

19.1.3 If, having elected to take time as leave in accordance with paragraph (19.1.1) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

19.1.4 Where no election is made in accordance with the said paragraph (19.1.1), the employee shall be paid overtime rates in accordance with the award.

#### 19.2 Make-up Time

19.2.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

#### 19.3 Rostered days off

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

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

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

19.3.4 Where a dispute may arise in respect of this sub-clause, the disputes procedure as provided for in Part A - Clause 26 will be followed.

### **20. Parental Leave**

- 20.1 An ongoing or temporary full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the NSW Industrial Relations Act 1996.

20.2 Concurrent with the above unpaid leave provisions, all employees shall be entitled to the following employer paid parental leave provisions:

- a. Paid Maternity Leave - fourteen (14) weeks paid maternity leave to all female ongoing and temporary full-time and part-time employees
- b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male ongoing and temporary full-time and part-time employees

### 20.3 Federal Government Paid Parental Leave

The Federal Government's paid parental leave scheme commenced on 1 January 2011. The scheme complements the employee's entitlement to unpaid parental leave under the National Employment Standards.

#### 20.3.1 What does the scheme provide?

Eligible working parents can receive up to 18 weeks of paid parental leave. Parental leave pay is a fixed rate for all eligible parents - regardless of their income - and is calculated by reference to the national minimum wage. The current rate is \$570 per week and will be indexed from mid-2012.

The payments are taxable income. Tax will be deducted and payments will be recorded on end of financial year employment statements. Employers are not required to make superannuation contributions on the payments.

#### 20.3.2 Who is eligible?

The payments are available to an employee who:

has the primary care of a child born or adopted after 1 January 2011

is an Australian resident or citizen

meets the 'work test' immediately before the birth or adoption of the child

received a taxable income of \$150,000 or less during the previous financial year (individual income - not family income), and

has taken leave from their workplace, or not engaged in paid work, from the birth of the baby or adoption of the child.

#### 20.3.3 What is the work test?

To be eligible for the payment, the primary carers must have:

worked for at least 10 of the 13 months prior to the birth or adoption of the child

worked for at least 330 hours during that 10 month period and

have had no more than an eight-week gap between consecutive working days, with at least one hour of work being performed.

#### 20.3.4 When can an employee claim?

The earliest a claim can be made is 97 days prior to the expected date of birth or adoption. The last date that a claim can be made is the day before the child's first birthday, or the first anniversary of the child's placement (in the case of adoption).

However, employees need to remember that if a claim is made within 18 weeks of the child's first birthday or anniversary of placement, the claimant is only eligible to claim for the period up to the first anniversary. This means that an employee claiming in this period will not receive the full 18 weeks' benefit.

#### 20.3.5 How does an employee claim?

The Family Assistance Office assesses every claim for paid parental leave, even where the payments will be made through the person's employer. The FAO will make a payability determination. The FAO will also make a determination as to whether the paid parental leave must be administered by the person's employer, or through the FAO.

Applications for paid parental leave are not made to employers directly, even when the employer will facilitate the payments.

#### 20.3.6 Can the Government funded leave be combined with other types of leave?

Paid Parental Leave can be received before, after or at the same time as other entitlements, including employer-provided paid parental leave.

#### 20.3.7 Who pays?

Paid Parental Leave is funded by the Federal Government. However, for many employees, it will be paid by their employer who, in turn, receives funding for the payments directly from the Government.

Until 1 July 2011, payments to employees can be made directly by the Family Assistance Office. From 1 July 2011, the employer must provide the parental leave pay to employees who have:

- worked for the employer for at least 12 months before the birth or adoption of the child;
- are Australian-based employees, and
- are entitled to at least eight weeks of paid leave.

In other cases, the Family Assistance Office will continue to provide the payment.

#### 20.3.8 When does the entitlement cease?

The entitlement to paid parental leave ceases once an employee returns to work. A person returns to work on a day if they perform one hour or more of paid work on a single day. This means that if an employee performs even a single hour of paid work, they cease to be eligible. If they are already receiving payments at the time they return to work, their entitlement to any remaining weeks' benefit ceases from the time they perform the work.

However, employees are entitled to 10 'keeping in touch' days while on leave. A keeping in touch day is a working day that allows an employee to keep in touch with their place of work or that facilitates their return to work after their leave. Training or planning days and conference are examples of 'keeping in touch' activities. Ordinary work activities are not 'keeping in touch' days.

## 21. Jury Service

- 21.1 An ongoing or temporary employee required to attend for jury service will be reimbursed by the WSEC the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

## 22. Introduction of Change

- 22.1 Where the WSEC has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the WSEC will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- 22.2 "Significant effects" include termination of employment, major changes in the composition of the WSEC workforce or in the skills required; the elimination or diminution of job opportunities, promotions 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. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.
- 22.3 The WSEC will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause 22.1 of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- 22.4 The discussions will commence as early as practicable after a definite decision has been made by the WSEC to make the changes referred to in subclause (a) of this clause.
- 22.5 For the purpose of such discussion, the WSEC will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the WSEC will not be required to disclose confidential information, the disclosure of which would be contrary to the WSEC's interests.

## 23. Redundancy

- 23.1 Where the WSEC has made a definite decision that the WSEC no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the WSEC will hold discussions with the employees directly affected and with the union.
- 23.2 The discussions will take place as soon as practicable after the WSEC has made a definite decision which will invoke the provisions of subclause 23.1 of this clause, and will cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any effects of any terminations on the employees concerned.
- 23.3 For the purposes of the discussion the WSEC will, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the WSEC will not be required to disclose confidential information, the disclosure of which would be contrary to the WSEC's interests.
- 23.4 Where an employee is transferred to lower paid duties for reasons as set out in subclause 23.1 of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminated, and the WSEC may, at the WSEC's option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks still owing.
- 23.5 In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause 3 of Part B, Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause 23.1 of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

Period of Continuous Service	Severance Pay
Up to the completion of 5 years	1 week's pay for each completed year of service
5 years and over	3 week's pay for each completed year of service

23.6 In addition to the above scale, one additional week's pay per year of service will be paid to employees over the age of 45 years at the date of redundancy offer being made by the WSEC.

"Week's pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

In addition, employees will be paid the following benefits:

- a. Payment of annual leave loading on all accrued annual leave.
- b. Payment of pro-rata long service leave, for employees with more than ten years continuous service.

23.7 An employee whose employment is terminated for reasons set out in subclause 23.1 of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the WSEC until the expiration of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.

23.8 During the period of notice of termination given by the WSEC an employee will be allowed up to two days' time off without loss of pay during each week of notice, for the purpose of seeking other employment. The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.

23.9 Where a decision has been made to terminate employees in the circumstances outlined in subclause 23.1 of this clause, the WSEC will notify a Commonwealth Government Accredited Employment Service as soon as possible giving relevant information including the number of categories of employees likely to be affected and the period over which the terminations are intended to be carried out.

The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.

This clause will not apply where employment is terminated as a consequence of serious and wilful misconduct or conduct that justifies instant dismissal.

The redundancy provisions contained in this clause do not apply to casual employees of WSEC.

#### **24. Performance Management**

24.1 The WSEC and the Union shall develop a classification and performance review procedure and criteria.

24.2 A committee made up of 2 Trust representatives and 2 workplace Union representatives shall work collectively to produce the review package for the consideration of the WSEC, the Union and its members.

24.3 The WSEC shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a weekly or annualised employee.

24.4 An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.

- 24.5 Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.
- 24.6 Members of the management team will participate with the General Manager of the WSEC, and in the case of the General Manager with the Executive Director of Venues NSW and the Chief Executive of the Office of Sport, in establishing a program of Performance Review and work to an agreed set of Key Performance Indicators that will be drawn from the WSEC's Annual Business Plan.
- 24.7 The WSEC agrees to employ a facilitator to assist in the development of the Performance Management Plan, if the committee cannot come to an agreement on its design or implementation.

## **25. Disciplinary Procedure**

- 25.1 Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- 25.2 The establishment of a warning system will not preclude the right of the WSEC to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause 3 of Part B, Termination of Employment.
- 25.3 The basis of the three-warning system is as follows:
- 25.3.1 An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
- 25.3.2 Should no improvement be forthcoming, then a second warning may be issued.
- 25.3.3 A third, or final, warning can be issued if there has been no improvement. If no improvement occurs  
after the issuing of a final warning then the employee is liable to dismissal.
- 25.3.4 Each warning will remain in force, individually, for two years, unless superseded by a further warning at the next level of this warning system. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
- 25.3.5 All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

## **26. Disputes Procedure**

- 26.1 The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
- a. The employee or employees concerned will discuss the matter with their immediate supervisor or appropriate manager in the presence of the Union Delegate if the employee(s) so wish.
  - b. If the matter is not resolved, it will be brought to the attention of the General Manager who will attempt to settle the matter by consultation.
  - c. If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
  - d. If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.

- e. While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
- f. All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.
- g. The employee or employees who raise the grievance may be involved in the discussions at all levels of this procedure.

## **27. Role of the Union**

### **27.1 Union Commitment**

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

#### **27.1.1 Attendance at the work site.**

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

#### **27.1.2 Union/Employer Co-operation.**

To facilitate union membership, the WSEC will:

- a. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
- b. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
- c. Provide the union with access to talk to all new employees at all induction training. In this regard the WSEC will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
- d. Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
- e. Notwithstanding the above, where an employee indicates they have an objection to joining the union, the WSEC shall advise the union of this within 2 weeks. The union shall then be provided with appropriate access to this employee to further promote the benefits of union membership.

#### **27.1.3 Role of the union delegate**

- a. For the purpose of the union conducting their business on a day to day basis, the WSEC will recognise duly elected/appointed union delegates.
- b. Union delegates will be allowed reasonable time during work hours to interview the WSEC or the WSEC's representatives on matters affecting employees.

- c. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
- d. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

#### 27.1.4 Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

- a. The representative discloses to the WSEC nominee the complaint which is to be investigated;
- b. The representative conducts such investigations in the presence of the WSEC's Nominee;
- c. The representative does not interfere with work proceeding in the workshop or plant;
- d. The representative conducts themselves properly.

### 28. Consultative Committee

- 28.1 A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.
- 28.2 Minutes of each meeting will be kept and made available to the WSEC or the union if required.

### 29. Anti Discrimination

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 Nothing in this clause is to be taken to affect:
  - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
  - b. offering or providing junior rates of pay to persons under 21 years of age;
  - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

### **30. Secure Employment**

#### **30.1 Work Health and Safety**

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

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

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

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

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

#### **30.2 Disputes Regarding the Application of this Clause**

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

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

## **PART B - GENERAL STAFF**

### **1. Terms of Engagement**

1.1 For the purpose of consistency and clarity, the provisions under this clause are equivalent to those expressed in Part 'A' Clause 8 of this award and, as such, are not repeated.

## 2. Classifications

2.1 Employees shall perform all duties required by the WSEC within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.

2.2 Subject to (2.1) above, employees engaged by the week shall be advised in writing of their employment relating to the following classification structure:

### 2.3 LEVEL 1

2.3.1 Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

2.3.2 A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

2.3.3 Provided that an employee who hasn't demonstrably reached the standard of performance required by the WSEC justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative position.

### 2.4 LEVEL 2

2.4.1 Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the WSEC, and who is continuing such training, or has recognised industry experience appropriate to the WSEC's needs.

2.4.2 A Level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

- i. Assist with the on-the-job training of Level 1 employees, to a limited degree;
- ii. Exercise intermediate keyboard skills with instructions;
- iii. Demonstrated ability to work from instructions or procedures;
- iv. Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;
- v. Demonstrated customer service skills;
- vi. Able to work effectively as a member of a small team under general technical, trade or administrative supervision;
- vii. Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues
- viii. Knowledge of safe handling procedures in regards to tools and chemicals

2.4.3 Indicative tasks for Level 2 shall include but not be limited to:

Events Staff	Grounds Building And Technical Staff	Administration & Client Support
Usher	Labourer	General Receptionist
Crowd control, which does not require a security licence.	Cleaner	Basic Clerical duties
General Attendant	General Grounds Assistant	Maintenance of simple records
Ticket Seller	Trades Assistant	Basic Client Liaison
Customer Service Assistant	Stage Hand	
Sales Assistant	Driver	

2.5 LEVEL 3

2.5.1 Shall be an employee who has completed structured training and/or experience recognised by the WSEC as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the WSEC’s needs.

2.5.2 An employee at this Level shall assist with the training and development of staff at Levels 1 and 2.

2.5.3 An employee at this Level shall exercise discretion within one’s own level of skill and training, whilst taking responsibility for the quality of one’s own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

2.5.4 Indicative tasks at this level would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
Can perform function of Level 2	Can perform function of Level 2	Can perform function of Level 2 but in addition includes:
but in addition includes:	but in addition includes:	Client Services Officer
Supervisors of Ushers/crowd control	Trades - Groundsmen Trades - Technicians Cleaner	Non-qualified Bookkeeper Bookings Clerk Personal Assistant

2.6 LEVEL 4

2.6.1 Shall be an employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards across a mixed trade team.

2.6.2 Indicative tasks and competencies for a Level 4 employee would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
	Typical work at this Level includes:	Typical work at this Level includes:
	Maintenance Supervisor Operations Supervisor Technical Supervisor Grounds Keeper	Book-keeper

2.7 Level 5

2.7.1 Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the WSEC’s operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

2.7.2 A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

2.7.3 Indicative tasks and competencies for a Level 5 employee would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
	Typical work at this Level includes:  Operations Coordinator	Typical work at this Level includes:  IT/Systems Coordinator Accounts Officer

2.8 Progression to succeeding levels within the above structure will be dependent on a demonstrated capacity to perform the functions required and availability of a vacant position.

**3. Termination of Employment**

3.1 Employment may be terminated by either the WSEC or the employee at any time during the week by the giving of the following notice (except as provided by subclause (8.3) of Clause 8 Terms of Engagement of Part A, and subclause (3.6) of this clause:

Period of Continuous Service	Period of Notice
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

3.2 An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.

3.3 The WSEC will not terminate an employee’s employment for reasons related to the employee’s conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the WSEC could not reasonably be expected to give the employee that opportunity, in accordance with the disciplinary procedure contained in clause 25 of Part A.

3.4 An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the WSEC) for the purpose of seeking another job.

3.5 Following a request from the terminated employee, the WSEC will provide a written statement of the period of employment and the type of work performed.

3.6 The WSEC may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.

- 3.7 The employment of a casual employee may be terminated by either the IVAWSEC or the employee without the giving of notice. However, the WSEC will pay wages for the minimum period as set out in subclause (8.4) of Clause 8 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

#### **4. Hours of Work**

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

##### **4.1 Hours of Work (Ongoing and Temporary Employees)**

4.1.1 To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

- a. A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- b. A maximum of 10 ordinary hours will be worked in any 24 hours period.

4.2 The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

##### **4.3 Rosters (Ongoing and Temporary Employees)**

4.3.1 Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days' notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days' notice has been given.

4.3.2 If a changed roster is advised with less than seven days but more than 48 hours' notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.

##### **4.4 Rosters (Casual Employees)**

4.4.1 Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours' notice they shall be paid for half of the number of hours rostered originally.

#### **5. Overtime and Time Off in Lieu**

5.1 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a weekly full-time or part-time employee engaged under the provisions of Section A of Part D, in the following circumstances:

- a. For all hours worked in excess of 10 per shift
- b. For all hours worked in excess of 76 in a fourteen day cycle

5.2 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.

5.3 An employee who has worked between midnight and 6:00am (and has commenced work before 5:00 am), will be provided with a meal by the WSEC or be paid the amount as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.

- 5.4 Weekly employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 5.5 Notwithstanding subclauses 5.1, 5.2 and 5.3 of this Clause, employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:
- a. Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours e.g. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty eight (28) day cycle without the payment of overtime or time off in lieu.
  - b. All hours worked in excess of 172 hours per twenty eight (28) day cycle (or pro-rata hours for part-time annualised employees) shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee.
  - c. 'Overtime rates' in above subclause 5.5 (b) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked.
  - d. The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave.
  - e. It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible.
- 5.6 The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other staff or patrons of the WSEC.

## **6. Meal Breaks and Allowances**

- 6.1 Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- 6.2 All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

## **7. First Aid Allowance**

- 7.1 An employee who holds an appropriate first-aid certificate and who is appointed by the WSEC to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part D.

## **8. Public Holidays**

- 8.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.
- 8.1.1 Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

- 8.1.2 Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.
- 8.2 Entitlement to paid absence on the Union Picnic Day shall only apply to weekly and annualised employees who are members of the Union.
- 8.3 Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate weekly classification.
- 8.4 Where the Picnic Day referred to in subclause (8.2) of this Clause falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

### **9. Uniforms and Protective Clothing**

- 9.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 9.2 Where items of clothing referred to in sub-clause (9.1) are required to be cleaned and maintained by the employee the provisions of Part D Table 3, herein, shall apply.
- 9.3 The WSEC commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.
- 9.4 The WSEC shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- 9.5 All uniform items, protective clothing and other tools provided by the WSEC shall remain the property of the WSEC and shall, upon demand be returned to the WSEC in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this sub-clause is complied with by the employee.

### **10. Multi-Hiring**

- 10.1 Employees may be separately engaged as casual employees (whether they hold weekly positions or not) for duties in a separate section of the WSEC's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would normally be performed.
- 10.2 An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.
- 10.3 The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

## **PART C - MANAGEMENT STAFF**

### **1. Engagement**

- 1.1 Management staff shall be engaged as ongoing employees or as temporary employees for a period of up to three years.

## **2. Duties and Responsibilities**

- 2.1 The employee shall:
- a. Satisfactorily carry out the duties and responsibilities set out in the position description as provided to the employee upon commencement in that position;
  - b. take all necessary steps to meet the Performance Management Plan that will be established between the General manager and the employee as varied annually;
  - c. promote the best interests of the WSEC; and
  - d. perform all duties imposed by law.
- 2.2 The employee will assist the General Manager in the implementation of decisions and policies of the WSEC.
- 2.3 It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the WSEC and the employee.
- 2.4 In addition, notwithstanding subclause 2.1 of this Part, if one of the Management Team leaves, or the business of the WSEC changes significantly, the WSEC reserves the right to vary the duties and responsibilities set out in the position description following consultation with the employee.
- 2.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

## **3. Performance Review**

- 3.1 The General Manager of the WSEC and the employee shall review the Performance Management Plan regularly.
- 3.2 The performance agreement shall set realistic strategic objectives and performance measures consistent with the duties and responsibilities set out in the position description.
- 3.3 The employee will take an active role in the preparation of the WSEC's Annual Budget and the WSEC's Annual Business Plan from which the performance measures will be considered.
- 3.4 Performance shall be monitored and reported formally on a six-monthly basis.
- 3.5 The General Manager of the WSEC will give the employee appropriate feedback on the standard of the employee's performance.

## **4. Remuneration**

- 4.1 The employee shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the position description, and within the salary range as set out in Table 2 of Part D Monetary Rates.
- 4.2 The salary paid under sub-clause 4.1 is compensation for all hours worked, including work on public holidays and weekends.
- 4.3 Superannuation shall be based on the employee's salary, excluding the provision of a motor vehicle.

## **5. Provision of a Vehicle**

- 5.1 An employee may be provided with a vehicle as part of their employment.

- 5.2 Where a vehicle is supplied in accordance with this clause it shall be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the WSEC), with fuel supplied, except when the employee uses the vehicle when on leave.
- 5.3 The WSEC agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

## **6. Termination**

- 6.1 Where an employee is to be terminated, the following notice period shall apply.
- a. By the employee giving two (2) months' notice, with the General Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.
  - b. By the WSEC with one (1) month notice in writing or by the payment of one (1) month's pay in lieu of notice by the WSEC, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.
  - c. By the WSEC, without notice, if the employee commits any act that could entitle the WSEC to summarily dismiss the employee including:
    - i. any serious or persistent breach of any conditions of employment
    - ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the WSEC
    - iii. wilful neglect or disobedience in the discharge of the employee's duties to the WSEC
    - iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.
  - d. By the WSEC if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause shall constitute a medical retirement and the WSEC may consider appropriate financial retirement arrangements.
- 6.2 Upon termination of employment, the employee shall immediately return all property of the WSEC to the WSEC.
- 6.3 The provisions of Clause 22 Introduction of Change of Part A and Clause 23 Redundancy of Part A apply, notwithstanding the provisions of this Clause.

## **7. Hours of Work**

- 7.1 The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.
- 7.2 Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the WSEC.

## **8. Confidentially**

- 8.1 Confidentiality in respect to the WSEC's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the WSEC in a manner that would not be in the best interest of the WSEC.

8.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract shall remain the property of the WSEC, unless agreed in writing between the parties to this Award.

**9. Professional Indemnity**

9.1 The WSEC will indemnify the employee against any loss or claim made by a third party or cause of action of any kind arising out of their employment, provided the employee acted honestly, diligently and in good faith.

**10. Resources**

10.1 The WSEC shall ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the WSEC and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the position description.

10.2 These resources may include the provision of a mobile phone.

**11. Professional Development**

11.1 It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.

11.2 Where in pursuance of these aims, the employee is granted permission by the WSEC to attend a conference, seminar, short term study course or the like, the WSEC shall meet all associated costs and shall continue payment of full salary and benefits to the employee.

**12. Expenses**

12.1 The employee is entitled to be reimbursed those expenses legitimately and reasonably incurred in conducting and managing the arrangements of the Venues and a part of the duties outlined in the employee’s position description.

**PART D - MONETARY RATES**

**Table 1 - General Staff Weekly Rates of Pay**

**SECTION A - ONGOING AND TEMPORARY EMPLOYEES**

1. Weekly rate of pay for a week not exceeding 38 ordinary hours.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Ordinary Weekly Rate 13 September 2016 \$
Level 1	1	783.40
Level 2	1	815.20
	2	825.10
	3	852.00
Level 3	1	876.90
	2	900.20
	3	941.87
Level 4	1	956.80
	2	991.90

	3	1,033.50
	4	1,146.50
	5	1,259.30
Level 5	1	1,366.90
	2	1,500.30
	3	1,617.00
	4	1,778.70
	5	1,956.60

2. Employees engaged under Section A1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

### SECTION B - CASUAL EMPLOYEES

1. Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Classification	Step	Ordinary Hourly Rate 13 September 2016 \$
Level 1	1	25.78
Level 2	1	26.81
	2	27.15
	3	28.18
Level 3	1	28.85
	2	29.6
	3	30.99
Level 4	1	31.49
	2	32.64
	3	33.99

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. The maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3; progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.
3. Employees engaged under Section B1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

### SECTION C - JUNIOR RATES

- a. Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:

Under 17 years of age - 80% of the appropriate rate.

Under 18 years but more than 17 years - 90% in the appropriate rate.

18 years and older - 100% of the appropriate rate.

- b. Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 2 of Part B, here-in.

**SECTION D - ANNUALISED SALARIED EMPLOYEES**

Employees engaged under annualised salary packages for all incidents or work under this award.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Salary per Annum 13 September 2016
		\$
Level 1 Level 2	1	53,521
	2	54,178
	3	56,258
Level 3	1	57,571
	2	59,104
	3	61,840
Level 4	1	62,825
	2	65,123
	3	67,860
	4	75,272
	5	82,685
Level 5	1	89,750
	2	98,506
	3	106,167

**Table 2 - Management Staff Rates of Pay**

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Level	Pay Point	Salary per Annum 13 September 2015
		\$
3	Maximum	181,703
	Minimum	147,525
2	Maximum	139,534
	Minimum	122,937
1	Maximum	118,759
	Minimum	110,645

**SECTION E - ALLOWANCES**

**Table 3 - Other Rates and Allowances**

	Allowance	13 SEP 2016	
		Amount	Casuals
		\$	\$
1	Laundry Allowance	16.44 Per week	1.51 Per shift

2	Meal Allowance	11.96	11.96
3	First Aid Allowance	3.08 Per shift	3.08 Per shift
4	Offensive Matter Cleaning Allowance	3.84 Per day	3.84 Per shift
5	Leading Hand Allowance		
	3 to 10 employees	40.92 Per week	1.29 Per hour
	11 to 20 employees	48.59 Per week	1.60 Per hour
	More than 20 employees	58.30 Per week	1.92 Per hour

I. TABBAA, Commissioner

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Printed by the authority of the Industrial Registrar.

**RIVERINA WATER COUNCIL ENTERPRISE AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00199627)

Before Commissioner Tabbaa

11 July 2016

**AWARD****Arrangement**

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APPENDIX B - Rate of pay

APPENDIX C - Allowances

APPENDIX D - Targets

### **1. Title**

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2016 (hereinafter referred to as the "Award").

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

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

Where the Riverina Water Enterprise Award 2016 is silent the current Local Government (State) Award 2014 and its successor shall prevail.

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

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

This Award shall commence on and from 1 July 2016 and shall remain in force up until 30 June 2019. This Award may be varied or rescinded:

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

This Award shall cease to have force and effect on 30 June 2019.

This Award shall rescind and replace the Riverina Water County Council Award 2013, published 9 May 2014 (376 I.G. 264).

#### 4. Objectives

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

Objectives are included in Appendix D of the Award

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

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

#### 5. Future Negotiations

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

#### 6. Enterprise Agreements

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

#### 7. Workplace Arrangements and Consultative Process

##### A. AIM

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

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

##### B. SIZE AND COMPOSITION

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

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

#### **C. SCOPE OF CONSULTATIVE COMMITTEE**

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

#### **D. MEETINGS AND SUPPORT SERVICES**

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

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

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

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

## (ii) Council's duty to Discuss Change

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

## (iii) Discussion Before Termination

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

## (iv) Notice to Centrelink

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

## (v) Notice of Termination

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

## (vi) Severance Pay

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

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

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

- (xiii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.
- (xiv) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xv) Subject to an application by the Council and further order of the Industrial Relations Commission on New South Wales (or such other person or body agreed to by all parties to the Award), Council may pay a lesser amount (or no amount) of severance pay than that contained in Sub Clause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xvi) Nothing in this clause shall restrict an employee with twenty years' service or more and council from agreeing to further severance payments.
- (xvii) No Forced Redundancy in Event of Amalgamation / Boundary Change.
  - (a) This clause shall apply in the event of a proposal by the Minister and/or decisions to amalgamate, or otherwise merge, or change the boundary of Riverina Water County Council with other councils and/or local government authorities.
  - (b) This clause shall apply from the date of a proposal by the Minister for amalgamation or boundary change and will continue until either the Minister declines to recommend a proposal for amalgamation or boundary change or for a period of three years following the transfer of employment of an employee to the new council/local government authority, following a proclamation.
  - (c) An employee, without the employee's agreement, must not be terminated on the grounds of redundancy under this clause. That is, the protection against forced redundancy is to take effect from the date of any proposal for amalgamation or boundary change being made by the Minister and will either end if the Minister declines to recommend the proposal and no change is made, or will remain in force for a period of three years following the transfer of an employee to a new council/ local government authority, following a proclamation.

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

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

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

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

Steps 1 and 2 should be completed within five days.

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

Step 3 should be arranged within five days.

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

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

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

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

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

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

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

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

## **10. Terms of Employment**

- (i) Probationary Periods

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

- (ii) Termination of Employment

- (a) Notice of Termination

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

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

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

- (b) Statement of Employment

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

(iii) Time off Work During the Period of Notice

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

## 11. Disciplinary and Counselling Procedure

### A. Employee's Rights

Notwithstanding the procedures below, an employee shall:

- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage. (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

### B. Employer's Rights and Obligations

Notwithstanding the procedures contained below, a council shall:

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

**C. Procedures**

- (i) Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- (ii) Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iii) Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- (iv) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (v) If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- (vi) All formal warnings shall be in writing.
- (vii) Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

**D. Penalties**

After complying with the requirements above, council may:

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

**12. Part Time Employment**

- (i) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18 - Hours of Work of this Award.
- (ii) Prior to commencing part-time work the council and the employee shall agree upon the conditions under which the work is to be performed including:
  - (a) The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
  - (b) The nature of the work to be performed.

- (c) The rate of pay as paid in accordance with this Award
- (iii) The conditions may also stipulate the period of part-time employment.
- (iv) The conditions may be varied by consent.
- (v) The conditions or any variation to them must be in writing and retained by the council. A copy of the conditions and any variations to them must be provided to the employee by the council.
- (vi)
  - (a) Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
  - (b) In such cases council and the employee shall agree upon the conditions, if any, of return to full-time work.
- (vii) A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours, the provisions of Clause 24 - Overtime shall apply.
- (viii) Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked.

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

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

### **13. Term Contracts**

- (i) A council may only employ a person on a term contract of employment in the following situations:
  - (a) For the life of a specific task or project that has a definable work activity, or
  - (b) To perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or
  - (c) To perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or
  - (d) To temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or
  - (e) To undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or
  - (f) To trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or
  - (g) To perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program,

organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

- (h) To accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).
  - (i) Not to be paid less than the rate of pay set in the salary system for that position.
  - (j) Such a term contract position shall not be used to replace an existing position, except in the instances identified in sub paragraphs (c),(d) and (g) above.
  - (k) Any position that extends beyond 12 months shall be reviewed by the consultative committee.
- (ii) Notwithstanding the above, all term contracts of employment entered into prior to 1 July 2013 may continue until the expiry of their fixed or maximum term.

#### **14. Casual Employees**

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

### 15. Job Share Employment

- (i) Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- (ii)
  - (a) Job sharing shall be entered into by agreement between the council and the employees concerned.
  - (b) Such agreement shall be referred to the consultative committee for information.
- (iii) Council and the job sharers shall agree on the allocation of work between job sharers.
- (iv)
  - (a) The ordinary hours of work of the position shall be fixed in accordance with Clause 18 - Hours of Work, of this Award.
  - (b) The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- (v)
  - (a) In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
  - (b) In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- (vi) A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee is required to work hours outside their agreed hours the provisions of Clause 24 - Overtime, shall apply.
- (vii) Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
  - (a) Job sharers shall have access to all provisions of this Award including training and development.
  - (b) Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
  - (c) An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
  - (d) A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- (viii) In the event of a job sharer vacating the position council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- (ix) The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the council.

### 16. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:

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

The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.

- (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
- (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.
- (vi) Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
- (a) Request in writing the reasons as to why they were not appointed; and
  - (b) Upon such request council shall provide the reasons in writing.

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

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

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

- (iii) Higher Paid Work

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

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

- (iv) Higher Pay - Award Holidays

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

(v) Higher Pay - Periods of Leave

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

(vi) Higher Paid Work - Periods of Training

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

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

## 18. Hours of Work

(i) Spread of Hours

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

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

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

(ii) Starting and Finishing Times

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

(iii) Ordinary Hours of Work

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

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

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

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

(c) In cases where an employee's rostered day off falls on an award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.

(d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

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

(v) Alternative Arrangements

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

(vi) Disturbance

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

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

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

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

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

(ii) Flexible work and leave arrangements include but are not limited to:

(a) make up time;

(b) flexi time;

(c) time in lieu;

(d) leave without pay;

(e) annual leave;

(f) part-time work;

(g) job share arrangements;

(h) variations to ordinary hours and rosters;

(i) purchased additional annual leave arrangements according to Council's Leave Policy; and

- (j) arrangements to accommodate breastfeeding women.
- (iii) The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

## 20. Shift Work

### Shift Worker Definition

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

### Shift Work

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

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

Afternoon Shift - any shift finishing after 4pm but no later than midnight

Night Shift - any shift finishing before but no later than 6 am

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

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

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

- (i) Work within the basic 76 hours in each fortnight shall be paid at ordinary rates, with the following additional payments:
  - (a) Additional full time payment for work performed on Saturdays, Sundays.
  - (b) Additional full time payment x two (2) for work performed on an Award Holiday
- (ii) Where an Award holiday or part of it is worked, or coincides with a shift day off, the holiday shall be paid as an additional day at ordinary time.
- (iii) Annual Leave taken during shift rosters will be paid at ordinary time hourly rate.
- (iv) Sick, Careers and Bereavement leave taken during shift rosters will be paid at ordinary time hourly rate, plus additional payment and shift allowance if applicable.
- (v) Additional (replacement) shifts worked due to Sick, Careers and Bereavement leave will be paid at two (2) times ordinary rate Extended leave for Sick, Careers and Bereavement leave greater than 2 shifts will need to be reviewed on a case by case basis).
- (vi) A shift worker whose shift or shifts are changed within a roster shall be paid at two (2) times ordinary rate for the first changed shift. This provision does not apply where seven (7) days' notice of change is given.
- (vii) If an additional fifteen (15) minute shift change-over occurs it shall be paid at double ordinary hourly rate of pay to the employee working the additional 15 minutes. This clause shall apply to the changeover between 12 hour shifts; otherwise the changeover period may be catered for during other shift arrangements by commencing the following shift earlier (and finishing earlier). A 15 minute changeover shall occur, if shifts do not overlap by at least 15 minutes.

- (viii) With the agreement of their supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed.
- (ix) Shift Plant Operators may be required to perform on-call duties, as part of the duties it may be required that the operator monitors the system on a regular basis. The on-call operator is also required to respond to any scada alarms received. The on-call operator will be paid according to the on-call clause contained in this agreement.
- (x) An employee/s working a 24 hour shift shall continue to be paid phone and electricity allowance.
- (xi) When shift work is required, it will be organised on the basis of two 7.6 hour shifts or two twelve (12) hour shifts per day. 7.6 hour shifts will be on a 14 day roster of seventy six (76) hours. Twelve (12) hour shifts will be on a twenty eight (28) day roster of one hundred and fifty six (156) hours (including four (4) hours overtime paid at double time).

## **21. Payment**

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) In House Benefit: An employee may elect to receive an in house benefit in the form of a reduction in water accounts up to the annual maximum amount of fringe benefit free in house benefit specified under the Fringe Benefit Taxation provisions in lieu of receiving the equivalent amount in wages under this award.
- (iv) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

## **22. Salary Sacrifice**

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
  - Motor vehicles, supplied by council under a leaseback arrangement
  - Superannuation.
- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.

- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

### **23. Superannuation Fund Contributions**

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

### **24. Overtime**

#### **(i) Requirement to Work Reasonable Overtime**

- (a) Subject to paragraph (b) below, it shall be a condition of employment that employees shall be available to work reasonable overtime at overtime rates to meet the needs of Riverina Water.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b) above, what is unreasonable or otherwise will be determined having regard to:
  - Any risk to the employee;
  - The employee's personal circumstances including any family and carer responsibilities; The needs of the workplace;
  - The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
  - Any other matter.

#### **(ii) Sixteen Hour working Period**

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

#### **(iii) Payment for Working Overtime**

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

- (a) For overtime worked, Monday to Friday, Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.

- (b) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

(iv) Payment for Work on a Holiday

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

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

(v) Time off In Lieu Of Payment

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

(vi) Standing By

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

(vii) Transport of Employees

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

(viii) Rest Period After Overtime

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

## 25. Pre-Arranged Overtime

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

**26. On Call**

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

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

**27. Call Back**

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

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

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

**28. Meal Time and Allowances**

- (i) Meal Breaks
  - (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.

- (b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.

- (ii) Meal Times - Shift Workers

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

- (iii) Meal Times

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

- (iv) Working in Usual Break

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

- (v) Overtime Meal Breaks

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

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

- (vi) Shift Work Overtime

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

- (vii) On-Call Included

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

## **29. Sick and Carer's Leave**

- (i) Sick Leave Entitlement

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

- (a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days.

- (b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course

of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.

- (c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.
- (d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- (e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

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

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

(iii) Accumulation of Leave

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

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

(v) Accumulated Sick Leave - Termination of Employment

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

(vi) Personal Carer's Leave

- (a) An employee, with responsibilities in relation to a class of person set out in Sub Clause (vi)(e) below who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.
- (b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.
- (c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.
- (d) Personal carer's leave may be taken for part of a single day.
- (e) The entitlement to use sick leave in accordance with this clause is subject to:

- (1) The employee being responsible for the care and support of the person concerned: and,
- (2) the person concerned being:
  - (a) a spouse of the employee; or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
    - (i) "relative" means a person related by blood, marriage or affinity;
    - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (iii) "household" means a family group living in the same domestic dwelling.
- (f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in Sub Clause (vi)(e)(2) above, who is ill.
- (g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in Sub Clause (vi)(e)(2) above.
- (h) an employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
  - (i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
  - (j) if, having elected to take time as leave, in accordance with Sub Clause (h), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (k) an employee may elect, with the consent of Riverina Water, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (l) an employee on shift work may elect, with the consent of the employer, work 'make up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (m) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (n) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

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

### **30. Annual Leave**

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service. Employees engaged on shift roster will be entitled to an additional 20 hours of annual leave after each twelve months on service.
- (ii) Annual leave shall be taken as soon as mutually convenient to the employee and Riverina Water after the anniversary date.

Riverina Water may give an employee at least four weeks' notice to take leave where the employee has accumulated in excess of eight weeks leave.

- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.

### **31. Long Service Leave**

- (i) Amount of Leave

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

On completion of ten years' service, 13 weeks

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

- (ii) Accrual of Leave

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

- (iii) Taking of Leave

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

- (iv) Award Holidays

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

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

- (a) All approved paid leave

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

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

Payment for Leave

- (a) Allowances

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

- (b) Full Pay

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

- (c) Payment before Leave

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

(viii)

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

- 1) on full pay; or

- (2) on half pay; or

- (3) on double pay.

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

- (1) a period of leave on full pay - the number of days so taken; or
  - (2) a period of leave on half pay - half the number of days so taken; or
  - (3) a period of leave on double pay - twice the number of days so taken.
- (c) When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
- (1) a period of leave on full pay - the number of days so taken; or
  - (2) a period of leave on half pay - half the number of days so taken; or
  - (3) a period of leave on double pay - the number of days so taken.
- (d) Employees that take long service leave at half pay or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions.
- (ix) Termination of Employment
- (a) Ten Years
- Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.
- (b) Short Service
- Where an employee has completed at least five years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.
- (c) Payment on Termination
- On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.
- (x) No Payment in Lieu
- An employee shall not be paid in lieu of long service leave except on termination of employment.

### **32. Paid Maternity Leave**

- (i) (a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.
- (b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.
- (c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child),

or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave provided that a medical practitioner certifies such leave to be necessary before her return to work.

- (ii) (a) An employee shall be entitled to a total of 14 weeks paid maternity leave or special maternity leave on full pay; or 28 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.
- (b) The employee may choose to commence paid maternity leave before the expected date of the birth.
- (iii) (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.
- (b) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.
- (v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.
- (vi) Notice of intention to take paid maternity leave.

The employee must:

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

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

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

### 34. Family Violence

(i) General Principle

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

(ii) Definition of Family Violence

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

(iii) General Measures

(a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.

(b) All personal information concerning family violence will be kept confidential in line with Riverina Water Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

(c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.

(d) Riverina Water will identify contact/s in the organisation who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management.

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

(e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.

(f) Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with Sub Clause (iv) and (v) below.

(g) Riverina Water will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

(iv) Leave

(a) An employee experiencing family violence will have access to 10 days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court,

to hospital, or to mind children.

(v) Individual Support

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

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

### **35. Phased Retirement**

- (i) In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- (ii) Examples of flexible work and leave arrangements include:
  - (a) Part-time work;
  - (b) Flexi time;
  - (c) Leave without pay;
  - (d) Job sharing arrangements;
  - (e) Variations to ordinary hours and rosters;
  - (f) Job redesign;
- (iii) The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either council or the employee.

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

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

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

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

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

### 37. Award Holidays

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

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

- (ii) Award Holiday during Leave of Absence

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

### 38. Jury Service

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

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

### 39. Bereavement Leave

- (i) Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with Sub Clauses (i)(a) to (i)(e) below and provides satisfactory evidence to council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:
- (a) a spouse of the employee; or
  - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - (1) 'Relative' means a person related by blood, marriage or affinity;

- (2) 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (3) 'Household' means a family group living in the same domestic dwelling. (ii)  
Bereavement Entitlements for Casual Employees

ii) Bereavement Entitlement for Casual Employees

- (a) Subject to providing satisfactory evidence to the council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Sub Clauses (i)(a) to (i)(e) above.
- (b) Council and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

#### **40. Trade Union Leave**

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

#### **41. Leave Without Pay**

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

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

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

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

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

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

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

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

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

#### **46. Training**

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

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

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

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

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

**49. Wet Weather**

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

**50. Health and Safety**

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

**51. Tool Allowance**

- (i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in APPENDIX C - ALLOWANCES of this Award.
- (a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
  - (b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
  - (c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.
  - (d) Special Purpose Tools: Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
  - (e) Use of Tools: Tools issued to an employee shall be used only in the course of his duties, and for the purpose for which they are supplied.

- (f) Care of Tools: Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.
- (g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

#### **52. Telephone**

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

#### **53. Expenses**

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

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

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

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

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

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

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

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

**55. Classifications and Rates of Pay**

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification as listed in APPENDIX B - RATES OF PAY of this Award.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (v) Rates of pay and allowances in this Award shall move by the following: 2.8% 1 July 2016; 2.5% 1st July 2017 and 2.5% 1st July 2018.

**56. Superannuation - Additional**

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

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

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

**57. Employee Loyalty/Attendance Bonus**

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

**58. Safety Bonus**

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

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

**59. No Extra Claims**

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

**60. Breach of Award**

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

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

**APPENDIX A - ANTI DISCRIMINATION CLAUSE**

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

**NOTES**

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

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

**APPENDIX B - RATES OF PAY**

**Riverina Water County Council - Pay Rates after 2.8% increase  
1st July 2016 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL		
247	Meter Supervisor	119	1	19			1,434.53	1,477.56	1,521.89	19	79,442.66		
		118		18								18	77,128.63
		117		17								17	74,882.47
		116		16							1,392.74	16	72,701.03
227		115		15						1,352.18		15	70,583.80
226	Ganger	117	1	17			1,392.74	1,434.53		17	74,882.47		
	Store Supervisor	116		16								16	72,701.03
		115		15								15	70,583.80
		114		14							1,312.79	14	68,527.64
206		113		13						1,274.56		13	66,532.03
205		115	1	15			1,274.56	1,312.79	1,352.18	15	70,583.80		
		114		14								14	68,527.64
		113		13								13	66,532.03
		112		12							1,237.43	12	64,593.85
186		111		11						1,201.39		11	62,712.56
185	Storeperson	113	1	13			1,201.39	1,237.43	1,274.56	13	66,532.03		
	Rural Water Operator	112		12								12	64,593.85
		111		11								11	62,712.56
		110		10							1,166.40	10	60,886.08
166		109		9						1,132.43		9	59,112.85
165	Rural Maint Operator	111	1	11			1,132.43	1,166.40	1,201.39	11	62,712.56		
	Water Qual Tech	110		10								10	60,886.08
	Plant Operator	109		9								9	59,112.85
	Storeperson	108		8							1,099.44	8	57,390.77
146	Water Serv./Plant Operator	107		7						1,067.42		7	55,719.32
	Elect/Water Quality Assnt												
145	Maintenance Operator	109	1	9			1,067.42	1,099.44	1,132.43	9	59,112.85		
	Meter Reader	108		8								8	57,390.77
	Elect/Mech. Trades Assist	107		7								7	55,719.32
	Truck Driver	106		6							1,036.33	6	54,096.43
123		105		5						1,006.15		5	52,521.03

122	Trades Assist/Ground	107	1	7	948.39	976.84	1,006.15	1,036.33	1,067.42	7	55,719.32
	Maint	106		6						6	54,096.43
	Pipelaye	105		5						5	52,521.03
		104		4						4	50,991.05
		103		3						3	49,505.96
101											
100	Labourer	105	1	5	893.95	920.77	948.39	976.84	1,006.15	5	52,521.03
		104		4						4	50,991.05
		103		3						3	49,505.96
		102		2						2	48,064.19
		101		1						1	46,664.19
90											
	Trainee	8/28	1	T8						T8	54,130.36
		7/27		T7						51,797.02	
		6/26		T6						48,997.53	
		5/25		T5						44,797.52	
		4/24		T4						39,198.02	
		3/23		T3						33,598.01	
		2/22		T2						27,998.51	
		1/21		T1						22,399.02	

**Riverina Water County Council - Pay Rates after 2.8% increase  
1st July 2016 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVE L	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
398	Works Supervisor Operations Superintendent	231/531	2	31	1,927.88	1,985.72	2,045.29	2,106.65	2,169.85	31	113,266.17
		230/530		30						30	109,967.13
		229/529		29						29	106,764.14
		228/528		28						28	103,654.58
		227/527		27						27	100,635.34
397		229/529	2	29	1,871.73	1,927.88	1,985.72	2,045.29	2,045.29	29	106,764.14
		228/528		28						28	103,654.58
		227/527		27						27	100,635.34
		226/526		26						26	97,704.31
368		225/525	2	25	1,817.21	1,817.21	1,871.73	1,927.88	1,927.88	25	94,858.36
		227/527		27						27	100,635.34
367		226/526	2	26	1,764.29	1,764.29	1,817.21	1,871.73	1,927.88	26	97,704.31
		225/525		25						25	94,858.36
		224/524		24						24	92,095.94
		223/523		23						23	89,413.38
339		225/525	2	25	1,61457	1,663.01	1,712.90	1,764.29	1,817.21	25	94,858.36
		224/524		24						24	92,095.94
		223/523		23						23	89,413.38
		222/522		22						22	86,809.12
		221/521		21						21	84,280.55
338	Industrial Electrician - Scada Specialist	425	2	EL25	1,670.17	1,718.61	1,768.50	1,819.89	1,872.81	EL25	97,760.68
		424		EL24						EL24	94,998.26
		423		EL23						EL23	92,315.70
		422		EL22						EL22	89,711.44
		421		EL21						EL21	87,182.87
292	Electrical Supervisor	432	2	EL23	1,577.49	1,623.14	1,670.17	1,718.61	1,768.50	EL23	92,315.70
		422		EL22						EL22	89,711.44
		421		EL21						EL21	87,182.87
		420		EL20						EL20	84,727.91
		419		EL19						EL19	82,344.98
270											

291	Assistant Operations	223/523		23					1,712.90	23	89,413.38
	Trades Supervisor	222/522		22				1,663.01		22	86,809.12
	Compliance Officer	221/521	2	21			1,614.57			21	84,280.55
	Assistant Works	220/520		20		1,567.54				20	81,825.59
270	Supervisor	219/519		19	1,521.89					19	79,442.66
269		421		EL21					1,670.17	EL21	87,182.87
		420		EL20				1,623.14		EL20	84,727.91
		419	2	EL19			1,577.49			EL19	82,344.98
		418		EL18		1,533.16				EL18	80,030.95
248		417		EL17	1,490.13					EL17	77,784.79
269	Engineering Project Officer	221/521		21					1,614.57	21	84,280.55
		220/520		20				1,567.54		20	81,825.59
	Engineering	219/519	2	19			1,521.89			19	79,442.66
	Asst(Retained)	218/518		18		1,477.56				18	77,128.63
248	Asset Officer	217/517		17	1,434.53					17	74,882.47
247	Industrial Electrician	419		EL19					1,577.49	EL19	82,344.98
		418		EL18				1,533.16		EL18	80,030.95
		417	2	EL17			1,490.13			EL17	77,784.79
		416		EL16		1,448.34				EL16	75,603.35
227		415		EL15	1,407.78					EL15	73,486.12

**Riverina Water County Council - Pay Rates after 2.8% increase  
1st July 2016 - Band 2 Administrative / Technical / Trades**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
247	Welding Supervisor	219/519		19					1,521.89	19	79,442.66
	Clerical Officer/RTW	218/518		18				1,477.56		18	77,128.63
	Co	217/517	2	17			1,434.53			17	74,882.47
	Engineering Asst	216/516		16		1,392.74				16	72,701.03
227		215/516		15	1,352.18					15	70,583.80
226		417		EL17					1,490.13	EL17	77,784.79
		416		EL16				1,448.34		EL16	75,603.35
		415	2	EL15			1,407.78			EL15	73,486.12
		414		EL14		1,368.39				EL14	71,429.96
206		413		EL13	1,330.16					EL13	69,434.35
226	Draftsperson	217/517		17					1,434.53	17	74,882.47
	Fleet Supervisor	216/516		16				1,392.74		16	72,701.03
	Fitter Leading Hand	215/515	2	15		1,352.18				15	70,583.80
		214/514		14		1,312.79				14	68,527.64
206		213/513		13	1,274.56					13	66,532.03
205	Secretary	215/515		15					1,352.18	15	70,583.80
	Customer Service	214/514		14				1,312.79		14	68,527.64
	Officer	213/513	2	13		1,274.56				13	66,532.03
	Clerical Officer -	212/512		12		1,237.43				12	64,593.85
186	Payments	211/511		11	1,201.39					11	62,712.56
185	Electrician	413		EL13					1,330.16	EL13	69,434.35
		412		EL12				1,293.03		EL12	67,496.17
		411	2	EL11			1,256.99			EL11	65,614.88
		410		EL10		1,222.00				EL10	63,788.40
166		409		EL9	1,188.03					EL9	62,015.17
185	Mechanic	213/513		13					1,274.56	13	66,532.03
	Building Tradesman	212/512		12				1,237.43		12	64,593.85
	Welder	211/511	2	11		1,201.39				11	62,712.56
	Water Treat Plt Oper	210/510		10		1,166.40				10	60,886.08
166	Mechanical Fitter	209/509		9	1,132.43					9	59,112.85

165	Painter	211/5`11		11					1,201.39	11	62,712.56
	Painter/Building Asst	210/510		10						10	60,886.08
		209/509	2	9			1,132.43	1,166.40		9	59,112.85
		208/508		8		1,099.44				8	57,390.77
146		207/507		7	1,067.42				7	55,719.32	
145	Clerical Officer	209/509		9				1,099.44	1,132.43	9	59,112.85
		208/508		8						8	57,390.77
		207/507	2	7			1,067.42			7	55,719.32
		206/506		6		1,036.33				6	54,096.43
123		205/505		5	1,006.15				5	52,521.03	

**Riverina Water County Council - Pay Rates after 2.8% increase  
1st July 2016 - Band 3 Professional / Specialist**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAN D</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
528	Manager Operations	339/639		39					2,748.70	39	143,482.14
	Manager Projects	338/638		38						38	139,303.01
	Manager Works	337/637		37			2,590.91	2,668.64		37	135,245.50
		336/636		36		2,515.45				36	131,306.49
		335/635		35	2,442.18					35	127,481.80
527	Manager Finance & Admin	337/637		37					2,590.91	37	135,245.50
		336/636		36				2,515.45		36	131,306.49
		335/635		35			2,442.18			35	127,481.80
		334/634		34		2,371.05				34	123,768.81
495		333/633		33	2,301.99					33	120,163.88
		335/635		35					2,442.18	35	127,481.80
		334/634		34				2,371.05		34	123,768.81
		333/633		33		2,301.99				33	120,163.88
		332/632		32		2,234.94				32	116,663.87
	331/631		31	2,169.85					31	113,266.17	
461		333/633		33					2,301.99	33	120,163.88
		332/632		32				2,234.94		32	116,663.87
		331/631		31			2,169.85			31	113,266.17
		330/630		30		2,106.65				30	109,967.13
		329/629		29	2,045.29					29	106,764.14
397	Project Engineer	331/631		31					2,169.85	31	113,266.17
		330/630		30				2,106.65		30	109,967.13
		329/629	3	29			2,045.29			39	106,764.14
		328/628		28		1,985.72				28	103,654.58
		327/627		27	1,927.88					27	100,635.34
368	HR Coordinator	329/629		29					2,045.29	29	106,764.14
		328/630		28				1,985.72		28	103,654.58
		327/627	3	27			1,927.88			27	100,635.34
		326/626		26		1,871.73				26	97,704.31
	325/625		25	1,817.21					25	94,858.36	

367	IT Co-ordinator	327/627 326/626 325/625 324/624	3	27 26 25 24		1,764.29	1,817.21	1,871.73	1,927.88	27 26 25 24	100,635.34 97,704.31 94,858.36 92,095.94
339		323/623		23	1,712.90					23	89,413.38
338	Environmental Officer	325/625		25					1,817.21	25	94,858.36
	Water Quality Officer	324/624		24				1,764.29		24	92,095.94
	WH&S & Risk	323/623	3	23			1,712.90			23	89,413.38
	Coordinator	322/622		22		1,663.01				22	86,809.12
311		321/621		21	1,614.57					21	84,280.55
310	Civil Engineer (four years experience)	323/623		23					1,712.90	23	89,413.38
	Water Quality Officer	322/622		22				1,663.01		22	86,809.12
		321/621	3	21			1,614.57			21	84,280.55
		320/620		20		1,567.54				20	81,825.59
284		319/619		19	1,521.89					19	79,442.66
283	Civil Engineer (three years experience)	321/621		21					1,614.57	21	84,280.55
	Water Quality Officer, (four years experience)	320/620		20				1,567.54		20	81,825.59
		319/619	3	19			1,521.89			19	79,442.66
		318/618		18		1,477.56				18	77,128.63
258		317/617		17	1,434.53					17	74,882.47
257	Civil Engineer (two years experience)	319/619		19					1,521.89	19	79,442.66
	Water Quality Officer, (three years experience)	318/618	3	18				1,477.56		18	77,128.63
		317/617		17			1,434.53			17	74,882.47
		316/616		16		1,392.74				16	72,701.03
233		315/615		15	1,352.18					15	70,583.80

**Riverina Water County Council - Pay Rates after 2.8% increase  
1st July 2016 - Band 3 Professional / Specialist**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
232	Civil Engineer (one years experience)	317/617		17					1,434.53	17	74,882.47
		316/616		16				1,392.74		16	72,701.03
	Water Quality Officer (two years experience)	315/615	3	15			1,352.18			15	70,583.80
		314/614		14		1,312.79				14	68,527.64
209		313/613		13	1,274.56					13	66,532.03
208	Graduate Engineer	315/615		15					1,352.18	15	70,583.80
	Water Quality Officer, (one years experience)	314/614	3	14			1,274.56	1,312.79		14	68,527.64
		313/613		13						13	66,532.03
		312/612		12		1,237.43				12	64,593.85
186		311/611		11	1,201.39					11	62,712.56
185	Water Quality Officer, (new graduate)	313/613		13					1,274.56	13	66,532.03
		312/612		12				1,237.43		12	64,593.85
		311/611	3	11			1,201.39			11	62,712.56
		310/610		10		1,166.40				10	60,886.08
166		309/609		9	1,132.43					9	59,112.85

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2017 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAN D	LEVEL	ENTRY	ENTRY+	COMPE -TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
247	Meter Supervisor	119		19					1,559.94	19	81,428.87
		118		18						18	79,056.90
		117	1	17			1,470.39			17	76,754.36
		116		16		1,427.57		1,514.590		16	74,519.15
227		115		15	1,385.99					15	72,348.68
226	Ganger	117		17					1,470.39	17	76,754.36
	Store Supervisor	116		16				1,427.57		16	74,519.15
		115	1	15		1,385.99				15	72,348.68
		114		14		1,345.62				14	70,241.36
206		113		13	1,306.42					13	68,195.12
205		115		15					1,385.99	15	72,348.68
		114		14				1,345.62		14	70,241.36
		113	1	13		1,306.42				13	68,195.12
		112		12		1,268.37				12	66,208.91
186		111		11	1,231.43					11	64,280.65
185	Storeperson	113		13					1,306.42	13	68,195.12
	Rural Water Operator	112		12				1,268.37		12	66,208.91
		111	1	11		1,231.43				11	64,280.65
		110		10		1,195.56				10	62,408.23
166		109		9	1,160.74					9	60,590.63
165	Rural Maint Operator	111		11					1,231.43	11	64,280.65
	Water Qual Tech	110		10				1,195.56		10	62,408.23
	Plant Operator	109	1	9		1,160.74				9	60,590.63
	Storeperson	108		8		1,126.93				8	58,825.75
146	Water Serv./Plant Operator	107		7	1,094.11					7	57,112.54
	Elect/Water Quality Assnt										
145	Maintenance Operator	109		9					1,160.74	9	60,590.63
	Meter Reader	108		8				1,126.93		8	58,825.75
	Elect/Mech. Trades Assist	107	1	7		1,094.11				7	57,112.54
	Truck Driver	106		6		1,062.24				6	55,448.93
123		105		5	1,031.30					5	53,833.86

122	Trades Assist/Ground Maint Pipelayer	107	1	7	972.10	1001.27	1031.30	1,062.24	1,094.11	7	57,112.54
		106		6						6	55,448.93
		105		5						5	53,833.86
		104		4						4	52,266.29
		103		3						3	50,743.62
101											
100	Labourer	105	1	5	916.30	943.79	972.10	1,001.27	1,031.30	5	53,833.86
		104		4						4	52,266.29
		103		3						3	50,743.62
		102		2						2	49,265.84
		101		1						1	47,830.86
90	Trainee	8/28	1	T8						T8	55,483.90
		7/27		T7						T7	53,092.10
		6/26		T6						T6	50,222.66
		5/25		T5						T5	45,917.73
		4/24		T4						T4	40,177.82
		3/23		T3						T3	34,438.43
		2/22		T2						T2	28,698.52
		1/21		T1						T1	22,958.60

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2017 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
398	Works Supervisor Operations Superintendent	231/531	2	31	1,976.08	2,035.37	2,096.43	2,159.32	2,224.10	31	116,098.02
		230/530		30						30	112,716.50
		229/529		29						29	109,433.65
		228/528		28						28	106,246.31
		227/527		27						27	103,151.38
397		229/529	2	29	1,918.53	1,976.08	2,096.37	2,096.43	2,096.43	29	109,433.65
		228/528		28						28	106,246.31
		227/527		27						27	103,151.38
		226/526		26						26	100,147.27
		225/525		25						25	97,230.33
368		227/527	2	27	1,862.65	1,808.40	1,976.08	1,918.53	1,976.08	27	103,151.38
		226/526		26						26	100,147.27
		225/525		25						25	97,230.33
		224/524		24						24	94,398.48
		223/523		23						23	91,649.11
367		225/525	2	25	1,755.73	1,755.73	1,862.65	1,808.40	1,862.65	25	97,230.33
		224/524		24						24	94,398.48
		223/523		23						23	91,649.11
		222/522		22						22	88,979.60
		221/521		21						21	86,387.87
339	Industrial Electrician - Scada Specialist	425	2	EL25	1,711.93	1,761.58	1,812.72	1,865.39	1,919.64	EL25	100,205.21
		424		EL24						EL24	97,373.36
		423		EL23						EL23	94,623.98
		422		EL22						EL22	91,954.48
		421		EL21						EL21	89,362.75
338	Electrical Supervisor	432	2	EL23	1,616.93	1,663.73	1,711.93	1,761.58	1,812.72	EL23	94,623.98
		422		EL22						EL22	91,954.48
		421		EL21						EL21	89,362.75
		420		EL20						EL20	86,846.71
		419		EL19						EL19	84,403.75
292		425	2	EL25	1,616.93	1,663.73	1,711.93	1,761.58	1,812.72	EL25	100,205.21
		424		EL24						EL24	97,373.36
		423		EL23						EL23	94,623.98
		422		EL22						EL22	91,954.48
		421		EL21						EL21	89,362.75
291		432	2	EL23	1,616.93	1,663.73	1,711.93	1,761.58	1,812.72	EL23	94,623.98
		422		EL22						EL22	91,954.48
		421		EL21						EL21	89,362.75
		420		EL20						EL20	86,846.71
		419		EL19						EL19	84,403.75
270		432	2	EL23	1,616.93	1,663.73	1,711.93	1,761.58	1,812.72	EL23	94,623.98
		422		EL22						EL22	91,954.48
		421		EL21						EL21	89,362.75
		420		EL20						EL20	86,846.71
		419		EL19						EL19	84,403.75

291	Assistant Operations	223/523		23				1,755.73	23	91,649.11
	Trades Supervisor	222/522		22			1,704.59		22	88,979.60
	Compliance Officer	221/521	2	21		1,654.94			21	86,387.87
	Assistant Works	220/520		20		1,606.74			20	83,871.83
270	Supervisor	219/519		19	1,559.94				19	81,428.87
269		421		EL21				1,711.93	EL21	89,362.75
		420		EL20			1,663.73		EL20	86,846.71
		419	2	EL19		1,616.93			EL19	84,403.75
		418		EL18		1,571.49			EL18	82,031.78
248		417		EL17	1,527.38				EL17	79,729.24
269	Engineering Project	221/521		21				1,654.94	21	86,387.87
	Officer	220/520		20			1,606.74		20	83,871.83
	Engineering	219/519	2	19		1,559.94			19	81,428.87
	Asst(Retained)	218/518		18		1,514.50			18	79,056.90
248	Asset Officer	217/517		17	1,470.39				17	76,754.36
247	Industrial Electrician	419		EL19				1,616.93	EL19	84,403.75
		418		EL18			1,571.49		EL18	82,031.78
		417	2	EL17		1,527.38			EL17	79,729.24
		416		EL16		1,484.56			EL16	77,494.03
227		415		EL15	1,442.98				EL15	75,323.56

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2017 - Band 2 Administrative / Technical / Trades**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
247	Welding Supervisor	219/519	2	19					1,559.94	19	81,428.87
	Clerical Officer/RTW Co	218/518		18				1,514.50		18	79,056.90
	Engineering Asst	217/517		17			1,470.39			17	76,754.36
		216/516		16		1,427.57				16	74,519.15
227		215/516		15	1,385.99					15	72,348.68
226		417	2	EL17					1,527.38	EL17	79,729.24
		416		EL16				1,484.56		EL16	77,494.03
		415		EL15			1,442.98			EL15	75,323.56
		414		EL14		1,402.61				EL14	73,216.24
206		413		EL13	1,363.41					EL13	71,170.00
226	Draftsperson	217/517	2	17					1,470.39	17	76,754.36
	Fleet Supervisor	216/516		16				1,427.57		16	74,519.15
	Fitter Leading Hand	215/515		15			1,385.99			15	72,348.68
		214/514		14		1,345.62				14	70,241.36
206		213/513		13	1,306.42					13	68,195.12
205	Secretary	215/515	2	15					1,385.99	15	72,348.68
	Customer Service Officer	214/514		14				1,345.62		14	70,241.36
	Clerical Officer - Payments	213/513		13			1,306.42			13	68,195.12
		212/512		12		1,268.37				12	66,208.91
186		211/511		11	1,231.43					11	64,280.65
185	Electrician	413	2	EL13					1,363.41	EL13	71,170.00
		412		EL12				1,325.36		EL12	69,183.79
		411		EL11			1,288.42			EL11	67,255.52
		410		EL10		1,252.55				EL10	65,383.11
166		409		EL9	1,217.73					EL9	63,565.51
185	Mechanic	213/513	2	13					1,306.42	13	68,195.12
	Building Tradesman	212/512		12				1,268.37		12	66,208.91
	Welder	211/511		11			1,231.43			11	64,280.65
	Water Treat Plt Oper	210/510		10		1,195.56				10	62,408.23
166	Mechanical Fitter	209/509		9	1,160.74					9	60,590.63

165	Painter	211/511	2	11	1,094.11	1,126.93	1,160.74	1,195.56	1,231.43	11	64,280.65
	Painter/Building Asst	210/510		10						10	62,408.23
		209/509		9						9	60,590.63
		208/508		8						8	58,825.75
		207/507		7						7	57,112.54
146											
145	Clerical Officer	209/509	2	9	1,031.30	1,062.24	1,094.11	1,126.93		9	60,590.63
		208/508		8						8	58,825.75
		207/507		7						7	57,112.54
		206/506		6						6	55,448.93
		205/505		5						5	53,833.86
123											

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2017 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
528	Manager Operations	339/639		39					2,817.42	39	147,069.32
	Manager Projects	338/638		38				2,7335.36		38	142,785.79
	Manager Works	337/637		37			2,655.69			37	138,627.02
		336/636		36		2,578.34				36	134,589.35
		335/635		35	2,503.24					35	130,669.13
527	Manager Finance & Admin	337/637		37					2,655.69	37	138,627.02
		336/636		36				2,578.34		36	134,589.35
		335/635		35			2,503.24			35	130,669.13
		334/634		34		2,430.33				34	126,863.23
495		333/633		33	2,359.55					33	123,168.51
		335/635		35					2,503.24	35	130,669.13
		334/634		34				2,430.33		34	126,863.23
		333/633		33			2,359.55			33	123,168.51
		332/632		32		2,290.82				32	119,580.80
	331/631		31	2,224.10					31	116,098.02	
461		333/633		33					2,359.55	33	123,168.51
		332/632		32				2,290.82		32	119,580.80
		331/631		31			2,224.10			31	116,098.02
		330/630		30		2,159.32				30	112,716.50
		329/629		29	2,096.43					29	109,433.65
	Project Engineer	331/631		31					2,224.10	31	116,098.02
397		330/630		30				2,159.32		30	112,716.50
		329/629	3	29			2,096.43			39	109,433.65
		328/628		28		2,035.37				28	106,246.31
		327/627		27	1,976.08					27	103,151.38
	HR Coordinator	329/629		29					2,096.43	29	109,433.65
368		328/630		28				2,035.37		28	106,246.31
		327/627	3	27			1,976.08			27	103,151.38
		326/626		26		1,918.53				26	100,147.27
		325/625		25	1,862.65					25	97,230.33

367	IT Co-ordinator	327/627 326/626 325/625 324/624 323/623	3	27 26 25 24 23	1,755.73	1,808.40	1,862.65	1,918.53	1,976.08	27 26 25 24 23	103,151.38 100,147.27 97,230.33 94,398.48 91,649.11
339	Environmental Officer	325/625		25					1,862.65	25	97,230.33
338	Water Quality Officer	324/624		24				1,808.40		24	94,398.48
	WH&S & Risk Coordinator	323/623	3	23		1,704.59	1,755.73			23	91,649.11
		322/622		22						22	88,979.60
311		321/621		21	1,654.94					21	86,387.87
310	Civil Engineer (four years experience)	323/623		23					1,755.73	23	91,649.11
	Water Quality Officer	322/622		22				1,704.59		22	88,979.60
		321/621	3	21		1,606.74	1,654.94			21	86,387.87
		320/620		20						20	83,871.83
284		319/619		19	1,559.94					19	81,428.87
283	Civil Engineer (three years experience)	321/621		21					1,654.94	21	86,387.87
	Water Quality Officer, (four years experience)	320/620		20				1,606.74		20	83,871.83
		319/619	3	19		1,514.50	1,559.94			19	81,428.87
		318/618		18						18	79,056.90
258		317/617		17	1,470.39					17	76,754.36
257	Civil Engineer (two years experience)	319/619		19					1,559.94	19	81,428.87
	Water Quality Officer, (three years experience)	318/618		18				1,514.50		18	79,056.90
		317/617	3	17		1,427.57	1,470.39			17	76,754.36
		316/616		16						16	74,519.15
233		315/615		15	1,385.99					15	72,348.68

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2017 - Band 3 Professional / Specialist**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
232	Civil Engineer (one years experience)	317/617		17					1,470.39	17	76,754.36
		316/616		16				1,427.57		16	74,519.15
	Water Quality Officer (two years experience)	315/615	3	15			1,385.99			15	72,348.68
		314/614		14		1,345.62				14	70,241.36
209		313/613		13	1,306.42					13	68,195.12
208	Graduate Engineer	315/615		15					1,385.99	15	72,348.68
	Water Quality Officer, (one years experience)	314/614		14				1,345.62		14	70,241.36
		313/613	3	13		1,306.42				13	68,195.12
		312/612		12		1,268.37				12	66,208.91
186		311/611		11	1,231.43					11	64,280.65
185	Water Quality Officer, (new graduate)	313/613		13					1,306.42	13	68,195.12
		312/612		12				1,268.37		12	66,208.91
		311/611	3	11			1,231.43			11	64,280.65
		310/610		10		1,195.56				10	62,408.23
166		309/609		9	1,160.74					9	60,590.63

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2018 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
247	Meter Supervisor	119	1	19				1,552.37	1,598.94	19	83,464.67
		118		18						18	81,033.71
		117		17						17	78,673.75
		116		16						16	76,382.17
227		115		15	1,420.64				15	74,157.41	
226	Ganger Store Supervisor	117	1	17			1,420.64	1,463.26	1,507.16	17	78,673.75
		116		16						16	76,382.17
		115		15						15	74,157.41
		114		14						14	71,997.37
206		113		13	1,339.09				13	69,900.50	
205		115	1	15			1,339.00	1,379.26	1,420.64	15	74,157.41
		114		14						14	71,997.37
		113		13						13	69,900.50
		112		12						12	67,864.70
		111		11						11	65,887.88
186	Storeperson Rural Water Operator	113	1	13			1,225.46	1,300.09	1,339.00	13	69,900.50
		112		12						12	67,864.70
		111		11						11	65,887.88
		110		10						10	63,969.01
		109		9						9	62,105.47
165	Rural Maint Operator Water Qual Tech Plant Operator Storeperson	111	1	11			1,189.76	1,225.46	1,262.22	11	65,887.88
		110		10						10	63,969.01
		109		9						9	62,105.47
		108		8						8	60,296.74
		107		7						7	58,540.73
146	Water Serv./Plant Operator Elect/Water Quality Assnt	109	1	9			1,121.47	1,155.11	1,189.76	9	62,105.47
		108		8						8	60,296.74
		107		7						7	58,540.73
		106		6						6	56,835.36
		105		5						5	55,180.10
145	Maintenance Operator Meter Reader Elect/Mech. Trades Assist Truck Driver	109	1	9			1,088.80	1,121.47	1,155.11	9	62,105.47
		108		8						8	60,296.74
		107		7						7	58,540.73
		106		6						6	56,835.36
		105		5						5	55,180.10
123		105		5	1,057.09				5	55,180.10	

122	Trades Assist/Ground Maint Pipelayer	107	1	7	996.41	1,026.30	1,057.09	1,088.80	1,121.47	7	58,540.73
		106		6						6	56,835.36
		105		5						5	55,180.10
		104		4						4	53,572.86
		103		3						3	52,012.60
101											
100	Labourer	105	1	5	939.21	967.39	996.41	1,026.30	1,057.09	5	55,180.10
		104		4						4	53,572.86
		103		3						3	52,012.60
		102		2						2	50,497.76
		101		1						1	49,026.76
90											
	Trainee	8/28	1	T8			1,089.48			T8	56,870.86
		7/27		T7			1,042.52			T7	54,419.54
		6/26		T6			986.17			T6	51,478.07
		5/25		T5			901.64			T5	47,065.61
		4/24		T4			788.94			T4	41,182.67
		3/23		T3			676.23			T3	35,299.21
		2/22		T2			563.53			T2	29,416.27
		1/21		T1			450.82			T1	23,532.80

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2018 - Band 2 Administrative / Technical / Trades**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
398	Works Supervisor Operations Superintendent	231/531	2	31	2,025.49	2,086.26	2,148.84	2,213.31	2,279.71	31	119,000.86
		230/530		30					30	115,534.78	
		229/529		29					29	112,169.45	
		228/528		28					28	108,902.77	
		227/527		27					27	105,730.58	
397		229/529	2	29	1,909.22	1,966.50	2,025.49	2,086.26	2,148.84	29	112,169.45
		228/528		28					28	108,902.77	
		227/527		27					27	105,730.58	
		226/526		26					26	102,651.30	
		225/525		25					25	99,661.28	
368		227/527	2	27	1,799.62	1,853.61	1,909.22	1,966.50	2,025.49	27	105,730.58
		226/526		26					26	102,651.30	
		225/525		25					25	99,661.28	
		224/524		24					24	96,758.44	
		223/523		23					23	93,940.16	
339		225/525	2	25	1,696.32	1,747.21	1,799.62	1,853.61	1,909.22	25	99,661.28
		224/524		24					24	96,758.44	
		223/523		23					23	93,940.16	
		222/522		22					22	91,204.36	
		221/521		21					21	88,547.90	
338	Industrial Electrician - Scada Specialist	425	2	EL25	1,754.73	1,805.62	1,858.03	1,912.02	1,967.63	EL25	102,710.29
		424		EL24					99,807.44		
		423		EL23					96,989.17		
		422		EL22					94,253.36		
		421		EL21					91,596.91		
292	Electrical Supervisor	432	2	EL23	1,657.35	1,705.32	1,754.73	1,805.62	1,858.03	EL23	96,989.17
		422		EL22					94,253.36		
		421		EL21					91,596.91		
		420		EL20					89,017.70		
		419		EL19					86,513.67		
270											

291	Assistant Operations	223/523		23					1,799.62	23	93,940.16
	Trades Supervisor	222/522		22				1,747.21		22	91,204.36
	Compliance Officer	221/521	2	21			1,696.32			21	88,547.90
	Assistant Works Supervisor	220/520		20		1,646.91				20	85,968.70
270		219/519		19	1,598.94					19	83,464.67
269		421		EL21						EL21	91,596.91
		420		EL20				1,705.32		EL20	89,017.70
		419	2	EL19			1,657.35			EL19	86,513.67
		418		EL18		1,610.78				EL18	84,082.72
248		417		EL17	1,565.57					EL17	81,722.75
269	Engineering Project Officer	221/521		21					1,696.32	21	88,547.90
	Engineering Asst(Retained)	220/520		20				1,646.91		20	85,968.70
	Asset Officer	219/519	2	19			1,598.94			19	83,464.67
		218/518		18		1,552.37				18	81,033.71
248		217/517		17	1,507.16					17	78,673.75
247	Industrial Electrician	419		EL19					1,657.35	EL19	86,513.67
		418		EL18				1,610.78		EL18	84,082.72
		417	2	EL17			1,565.57			EL17	81,722.75
		416		EL16		1,521.67				EL16	79,431.17
227		415		EL15	1,479.05					EL15	77,206.41

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2018 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2		ANNUAL
247	Welding Supervisor	219,519		19					1,598.94	19	83,464.67
	Clerical Officer/RTW Co	218/518		18				1,552.37		18	81,033.71
	Engineering Asst	217/517	2	17			1,507.16			17	78,673.75
		216/516		16		1,463.26				16	76,382.17
227		215/516		15	1,420.64					15	74,157.41
226		417		EL17					1,565.57	EL17	81,722.75
		416		EL16				1,521.67		EL16	79,431.17
		415	2	EL15			1,479.05			EL15	77,206.41
		414		EL14		1,437.67				EL14	75,046.37
206		413		EL13	1,397.50					EL13	72,949.50
226	Draftsperson	217/517		17					1,507.16	17	78,673.75
	Fleet Supervisor	216/516		16				1,463.26		16	76,382.17
	Fitter Leading Hand	215/515	2	15			1,420.64			15	74,157.41
		214/514		14		1,379.26				14	71,997.37
206		213/513		13	1,339.09					13	69,900.50
205	Secretary	215/515		15					1,420.64	15	74,157.41
	Customer Service Officer	214/514		14				1,379.26		14	71,997.37
	Clerical Officer - Payments	213/513	2	13			1,339.09			13	69,900.50
		212/512		12		1,300.09				12	67,864.70
186		211/511		11	1,262.22					11	65,887.88
185	Electrician	413		EL13					1,397.50	EL13	72,949.50
		412		EL12				1,358.50		EL12	70,913.70
		411	2	EL11			1,320.63			EL11	68,936.89
		410		EL10		1,283.87				EL10	67,018.01
166		409		EL9	1,248.17					EL9	65,154.47
185	Mechanic	213/513		13					1,339.09	13	69,900.50
	Building Tradesman	212/512		12				1,300.09		12	67,864.70
	Welder	211/511	2	11			1,262.22			11	65,887.88
	Water Treat Plt Oper	210/510		10		1,225.46				10	63,969.01
166	Mechanical Fitter	209/509		9	1,189.46					9	62,105.47

165	Painter	211/511		11				1,262.22	11	65,887.88
	Painter/Building Asst	210/510		10					10	63,969.01
		209/509	2	9			1,189.76	1,225.46	9	62,105.47
		208/508		8		1,155.11			8	60,296.74
		207/507		7	1,121.47				7	58,540.73
146										
145	Clerical Officer	209/509		9				1,189.76	9	62,105.47
		208/508		8					8	60,296.74
		207/507	2	7			1,121.47	1,155.11	7	58,540.73
		206/506		6		1,088.80			6	56,835.36
123		205/505		5	1,057.09			5	55,180.10	

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2018 - Band 3 Professional / Specialist**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>	
528	Manager Operations	339/639		39					2,887.87	39	150,746.81	
	Manager Projects	338/638		38				2,803.75		38	146,355.75	
	Manager Works	337/637		37			2,722.09				37	142,093.10
		336/636		36			2,642.81				36	137,954.68
		335/635		35	2,565.83						35	133,936.33
527	Manager Finance & Admin	337/637		37					2,722.09	37	142,093.10	
		336/636		36				2,642.81		36	137,954.68	
		335/635		35			2,565.83				35	133,936.33
		334/634		34			2,491.10				34	130,035.42
495		333/633		33	2,418.54					33	126,247.79	
		335/635		35					2,565.83	35	133,936.33	
		334/634		34				2,491.10			34	130,035.42
		333/633		33			2,418.54				33	126,247.79
		332/632		32			2,348.10				32	122,570.82
	331/631		31	2,279.71						31	119,000.86	
461	Project Engineer	333/633		33					2,418.54	33	126,247.79	
		332/632		32				2,348.10			32	122,570.82
		331/631		31				2,279.71			31	119,000.86
		330/630		30			2,213.31				30	115,534.78
		329/629		29	2,148.84						29	112,169.45
		331/631		31					2,279.71		31	119,000.86
397	HR Coordinator	330/630		30				2,213.31		30	115,534.78	
		329/629	3	29			2,158.84			39	112,169.45	
		328/628		28			2,086.26				28	108,902.77
		327/627		27	2,025.49						27	105,730.58
		329/629		29					2,148.84		29	112,169.45
368		328/630		28				2,086.26		28	108,902.77	
		327/627	3	27			2,025.49			27	105,730.58	
		326/626		26			1,966.50				26	102,651.30
		325/625		25	1,909.22						25	99,661.28

367	IT Co-ordinator	327/627 326/626 325/625 324/624 323/623	3	27 26 25 24 23		1,853.61	1,909.22	1,966.50	2,025.49	27 26 25 24 23	105,73.58 102,651.30 99,661.28 96,758.44 93,940.16
339					1,799.62						
338	Environmental Officer Water Quality Officer WH&S & Risk Coordinator	325/625 324/624 323/623 322/622 321/621	3	25 24 23 22 21		1,747.21	1,799.62	1,853.61	1,909.22	25 24 23 22 21	99,661.28 96,758.44 93,940.16 91,204.36 88,547.90
311					1,696.32						
310	Civil Engineer (four years experience) Water Quality Officer	323/623 322/622 321/621 320/620 319/619	3	23 22 21 20 19		1,646.91	1,696.32	1,747.21	1,799.62	23 22 21 20 19	93,940.16 91,204.36 88,547.90 85,968.70 83,464.67
284					1,598.94						
283	Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621 320/620 319/619 318/618 317/617	3	21 20 19 18 17		1,552.37	1,598.94	1,646.91	1,696.32	21 20 19 18 17	88,547.90 85,968.70 83,464.67 81,033.71 78,673.75
258					1,507.16						
257	Civil Engineer (two years experience) Water Quality Officer, (three years experience)	319/619 318/618 317/617 316/616 315/615	3	19 18 17 16 15		1,463.26	1,507.16	1,552.37	1,598.94	19 18 17 16 15	83,464.67 81,033.71 78,673.75 76,382.17 74,157.41
233					1,420.64						

**Riverina Water County Council - Pay Rates after 2.5% increase  
1st July 2018 - Band 3 Professional / Specialist**

	<b>POSITION</b>	<b>PAY REF 38/35</b>	<b>BAND</b>	<b>LEVEL</b>	<b>ENTRY</b>	<b>ENTRY+</b>	<b>COMPE- TENT</b>	<b>EXTRA SKILLS 1</b>	<b>EXTRA SKILLS 2</b>		<b>ANNUAL</b>
232	Civil Engineer (one years experience)	317/617 316/616		17 16					1,507.16	17 16	78,673.75 76,382.17
	Water Quality Officer (two years experience)	315/615 314/614	3	15 14		1,379.26	1,420.64	1,463.26		15 14	74,157.41 71,997.37
209		313/613		13	1,339.09					13	69,900.50
208	Graduate Engineer	315/615		15					1,420.64	15	74,157.41
	Water Quality Officer, (one years experience)	314/614 313/613 312/612	3	14 13 12		1,300.09	1,339.09	1,379.26		14 13 12	71,997.37 69,900.50 67,864.70
186		311/611		11	1,262.22					11	65,887.88
185	Water Quality Officer, (new graduate)	313/613 312/612 311/611 310/610	3	13 12 11 10		1,225.46	1,262.22	1,300.09	1,339.09	13 12 11 10	69,900.50 67,864.70 65,887.88 63,969.01
166		309/609		9	1,189.76					9	62,105.47

**APPENDIX C - ALLOWANCES**

		From 1/07/2016 \$	From 1/07/2017 \$	From 1/07/2018 \$
On Call Clause 26 (iii)	Per Day	51.80	53.10	54.45
	Max Per Week	258.80	265.30	271.90
Meal Allowance Clause 28 v(a)				
	Per Meal	28.80	29.55	30.30
Tool Allowance Clause 51 (i)				
	Per Week	34.70	35.60	36.50
Private Vehicle Allowance (\$/km) Clause 44	All Vehicles	0.66	0.66	0.66
Living Away Allowance Clause 48	Per Night	76.90	78.85	80.80
	Extra Day	31.50	32.30	33.10
Telephone Allowance	Per Week	8.25	8.50	8.70
Broadband Allowance	Per Week	8.25	8.50	8.70
Energy Allowance	Per Week	5.40	5.55	5.70
Civil Liability - Engineering Professionals Paid in addition to employees weekly rate	Per Week	3.50%	3.50%	3.50%

**APPENDIX D - TARGETS**

Productivity targets to be developed annually in conjunction with the Staff Consultative Committee. Additional objectives may be added by agreement. The measurable objectives for 1 July 2016 to 30 June 2017 are:

Percentage of budgeted capital works completed greater than agreed objective - (> 85%)

Customer Survey Satisfaction Measure greater than agreed objective - (>4)

Power used per megalitre of water produced in kilowatt hours and dollar value against agreed objectives

Level of water charges overdue being less than agreed objective - (<5%)

Percentage of overtime hours vs. normal hours being less than agreed target

I. TABBAA, Commissioner

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## SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(Case No. 2016/00299285)

Before Commissioner Murphy

27 October 2016

### AWARD

### PART A

#### 1. Arrangement

Clause No. Subject Matter

#### PART A

1. Arrangement
2. Title
3. Coverage
4. Definitions
5. Intent of the Enterprise Award
6. Commitment to Improving Productivity, Efficiency and Flexibility
7. Full-time, Part-time and Casual Employees
8. Hours of Work
9. Meal Allowance
10. Meal Breaks
11. Excess Hours
12. Public Holidays
13. Annual Leave
14. Sick Leave
15. Personal/Carers Leave
16. Bereavement Leave
17. Income Protection Plan
18. Induction/Training
19. Consultative Committee
20. Workplace Health and Safety
21. Labour Flexibility
22. Additional Functions
23. Supplementary Staff
24. Working in the Rain
25. Acting Supervisor
26. Change Rooms
27. Tools
28. Trust Uniform and Personal Identification
29. Job Representative
30. Wage Rates
31. Payment of Wages
32. Terms of Engagement
33. Redundancy
34. No Extra Claims

35. Long Service Leave
36. Grievance and Dispute Procedures
37. Declaration
38. Provision of Training
39. Commencement and Duration
40. Jury Service
41. Superannuation
42. Anti-Discrimination

#### PART B

Table 1 - Full Time and Part Time Employees

Table 2 - Casual Employees

Table 3 - Apprentices

#### 2. Title

This Enterprise Award shall be known as the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2016.

#### 3. Coverage

- 3.1 This Enterprise Award shall apply to all Ground Staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2015 made by the New South Wales Industrial Relations Commission. This Enterprise Award shall prevail to the extent of any inconsistency.
- 3.2 This Enterprise Award shall apply to:
  - 3.2.1 Sydney Cricket and Sports Ground Trust ("the Trust");
  - 3.2.2 Employees engaged by the Trust to work in the Grounds Department, including apprentices, greenkeepers, mechanics, grounds persons and gardeners; and
  - 3.2.3 The Australian Worker's Union, New South Wales.

#### 4. Definitions

- 4.1 "Enterprise Award" means the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2016.
- 4.2 "Operative Date" means the date on which this Enterprise Award is made by the Commission and becomes legally binding on the parties.
- 4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.4 "Union" means The Australian Workers' Union, New South Wales
- 4.5 "Grounds Person Grade C" shall mean an employee with recognised industry experience appropriate to the operational needs of the Trust and who is undertaking a structured course in Greenkeeping or a Horticultural Diploma or other qualification deemed relevant by the Trust at an approved TAFE College.

Upon the successful completion of the approved course(s) of study, a Grade C employee will, subject to the satisfactory performance of their duties, have the expectation of ongoing employment by the Trust.

- 4.6 "Grounds Person Grade B" shall be an employee holding a Greenkeepers Certificate or Horticultural Certificate or other appropriate trade qualification

- 4.7 "Grounds Person Grade A" shall mean:
- 4.7.1 an employee who holds a recognised Tertiary qualification relevant to the operational needs of the Trust; or
- 4.7.2 an employee who holds a dual green keepers and horticultural qualifications or equivalent quantification recognised by the Trust and who has completed at least one years' service at the level of a Grade B Grounds Person; or
- 4.7.3 an employee who has completed at least two years' service as the level of a Grade B Grounds Person.
- 4.8 "Commission" means the Industrial Relations Commission of NSW

### **5. Intent of the Enterprise Award**

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the grounds maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, and the employees each recognise that the work methods that were used in the past, may not be consistent with the current needs of the Enterprise. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the Enterprise and hence the long term job security of the Employees together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
- Increase job satisfaction and security.
- Increase the skill levels of all members of the workforce with the implementation of training programs, tailored to meet the requirements of the work programme.
- Increase Trust efficiency and profitability.
- Establish a management system that generates informed and democratic input from employees on all work related issues.
- Ensure the development of a decisive, committed and responsive Trust decision making structure that resources and supports the contributions of employees to workplace reform.
- Achieve change and progress through a process of communications, agreement and team work.
- Improves the competitive position of the Trust in the market.
- Protect and enhance the quality of the environment.
- Realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

### **6. Commitment to Improving Productivity, Efficiency and Flexibility**

- 6.1 The parties to this Enterprise Award are committed to continually developing flexibility over the functions performed by the Trust. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

- 6.2 The commitment extends to individual employees performing tasks that, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Enterprise within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

### **7. Full-Time, Part-Time and Casual Employees**

- 7.1 An employee shall be engaged as either a full-time, part-time, or casual employee.
- 7.2 A full-time employee shall mean an employee who is engaged to work an average of seventy-six hours in a fortnight.
- 7.3 A part-time employee shall mean an employee engaged to work a minimum of six hours per week or a minimum of twelve hours over twenty eight days (with a minimum of two hours for each engagement). A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee shall mean an employee who is engaged and paid as such. A casual employee shall be paid a 20% casual loading in addition to the full-time hourly rate. The casual rate is set out in Table 2 of Part B of this Enterprise Award. The 20% casual loading contained in this Enterprise Award, is paid in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- 7.5 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

### **8. Hours of Work**

- 8.1 The ordinary hours of work shall be an average of seventy six hours in any fortnight and may be worked on any five days of the week, Monday to Sunday between the hours of 6:00am and 11:30 pm.
- 8.2 Any hours worked between 11:30pm and 6:00am shall be paid to the Employees at time and one half.
- 8.3 Employees will be required to work no more than eight ordinary hours on any day.
- 8.4 Unless an agreement is made to the contrary, Employees shall receive a minimum break between shifts of ten (10) consecutive hours.
- 8.5 Should an agreement be reached pursuant to clause 8.4 to waive the minimum break between shifts and the Employee commences work prior to receiving a 10 hour break, that Employee shall be paid a penalty of time and one half for the hours up to the time when the ten (10) hour break would have been completed.

For example, if the Employee finishes work at 12:00am (midnight) and starts his/her next shift at 8:00am, the Employee is entitled to the time and one half penalty for the first two hours of his/her shift, finishing at 10:00am.

- 8.6 Rosters shall be based on ten work days in any fourteen day cycle with days off being taken consecutively wherever possible.

### 9. Meal Allowance

A meal allowance shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time.

The meal allowance shall be paid in accordance with the following table;

From the first full pay period on or after 1 October 2016	From the first full pay period on or after 1 October 2017	From the first full pay period on or after 1 October 2018
\$11.72	\$12.01	\$12.31

### 10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of forty five minutes, which should be taken no more than five hours after commencing duty.
- 10.2 The time of the meal break shall be determined by the majority of the employees concerned and the Enterprise.
- 10.3 An employee who works for more than four hours shall be entitled to a ten minute paid tea break and shall be entitled to a further ten minute paid tea break where work continues beyond eight hours.
- 10.4 The time of the tea breaks shall be determined mutually by a majority of employees concerned and the Enterprise and may be staggered with meal breaks.

### 11. Excess Hours

- 11.1 All time in excess of eight hours in any one day or in excess of 76 hours per fortnightly pay cycle shall be overtime and shall be credited to an 'overtime bank'. The employee may, with the consent of the employer, take an equivalent number of ordinary hours off as time in lieu.
- 11.2 Employees may only accrue a maximum amount of 76 hours in the 'overtime bank' at any given time.
- 11.3 Employees engaged within the 'Grounds Mechanic' classification may accrue a maximum of 152 hours in the 'overtime bank' at any given time.
- 11.4 Where the Enterprise deems that the employee can perform no productive work, the employee may be directed to cease work prior to the normal eight hours being completed. The difference in hours between cessation of work and normal eight hour day will be deducted from the overtime bank.
- 11.5 The employee may not be directed to cease work if it would cause the overtime bank to be more than eight hours in the negative without agreement between the Curator and the employee.
- 11.6 The above arrangements have applied from the commencement of the previous Certified Agreement and shall continue to apply under this Enterprise Award; any hours outstanding in regard to the overtime bank arising from the previous Enterprise Award or previous Certified Agreement shall remain unaffected by this provision

### 12. Public Holidays

- 12.1 The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holidays or holidays occur.

- 12.2 If an ordinary work day falls on a public holiday and the employees are required to work, then the employees will be paid at single time with 1.5 times the number of hours being credited to the overtime bank.
- 12.3 A full time, part time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten (10) calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three (3) months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

### **13. Annual Leave**

- 13.1 Full time employees shall receive annual leave of 5 weeks per annum plus 17.5% annual leave loading, upon the completion of 12 months' service.
- 13.2 Part time employees shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months' service.
- 13.3 The loading referred to in 13.1 above shall be paid to all weekly employees as a lump sum either at the beginning of the pay period commencing on or after 1st January each year or at the termination of their employment as a pro-rata amount.
- 13.4 Leave shall only be taken between the months of March and October in any calendar year with the agreement of the Enterprise.

### **14. Sick Leave**

Existing Employees (employed as at 27 October 2004)

- 14.1 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 20 days' sick leave per annum during the sixth and subsequent years of service.

New Employees (engaged after 27 October 2004)

- 14.2 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 15 days' sick leave per annum during the sixth and subsequent years of service.

- 14.3 Such sick leave shall be cumulative.
- 14.4 Part-time employees shall receive sick leave on a proportionate basis.
- 14.5 An employee shall not be entitled to sick leave where payments are being made to such employee under the Workers' Compensation Insurance or pursuant to the Sickness and Accident Income Protection Plan as provided for in clause 17 of this Enterprise Award.
- 14.6 Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day off or shift off, he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.
- 14.7 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee may be required to provide the Trust with satisfactory evidence i.e., doctors certificate or statutory declaration, stating the nature of the illness and the duration of the absence

**15. Personal/Carers Leave**

- (a) Use of Sick Leave
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 14, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
  - (ii) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
    - (1) The employee being responsible for the care of the person concerned; and
    - (2) The person concerned being:
      - (A) a spouse of the employee; or
      - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
      - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
      - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
      - (E) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
        - 1. "relative" means a person related by blood, marriage or affinity;
        - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
        - 3. "household" means a family group living in the same domestic dwelling.
  - (iv) An employee shall, wherever practicable, give the Enterprise notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the 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 Enterprise by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Leave
- (i) An employee may elect, with the consent of the Enterprise, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.
- (c) Annual Leave

- (i) An employee may elect with the consent of the Enterprise, subject to the Annual Holidays Act 1944 (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.
  - (iii) An employee and Enterprise may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) Time Off in Lieu of Payment of Overtime
- See clause 11 of this Enterprise Award.
- (e) Make-up Time
- An employee may elect, with the consent of the Enterprise, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Enterprise Award, at the ordinary rate of pay.

#### **16. Bereavement Leave**

- 16.1 A full-time or part-time employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in paragraph 15(a)(iii)(2) of clause 15, Personal/Carers Leave).
- 16.2 Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4 and 5 of Clause 15, Personal/Carers Leave.

Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Enterprise.

#### **17. Income Protection Plan**

All full-time, part-time and casual employees to whom this Enterprise Award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union.

It is a term of this Enterprise Award that the Enterprise will bear the costs of 1.27 per cent (inclusive of GST) of gross weekly pay per week per member, or \$1.50 per week in the case of casual employees, towards providing protection under the endorsed plan.

#### **18. Induction/Training**

- 18.1 All new employees of the Trust will attend an Induction course. The purpose of the Induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to Safety, Quality, Work Performance, Flexibility and Attitude.
- 18.2 The induction shall include information of the following:

Scope, purpose and general briefing on the Contract.

Familiarisation with, and adherence to, the terms of Employment continued within the Agreement governing each employee's contract of employment.

Adherence to Legislative, Site and Enterprise safety standards and requirements.

Co-operative objectives regarding goals that the Trust has while carrying out the Contract.

Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations clauses.

Outline of House Rules, including disciplinary procedures.

## **19. Consultative Committee**

### **19.1 Composition of Consultative Committee**

19.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the Enterprise Award.

19.1.2 The Consultative Committee shall consist of two representatives of the workforce and two representatives of management, being the General Manager and the Head Supervisor who shall meet every second month.

### **19.2 Scope of Tasks of the Consultative Committee**

19.2.1 The task to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the Enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

Oversee the Training Program content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets.

Facilitate the resolution of difficulties and problems which may arise.

Contribute to the development of work rosters.

Create feasible work methods to enhance productivity and efficiency.

Develop concepts for productivity and efficiency improvements within the Enterprise.

Develop an open, participative and co-operative management approach.

Promote team based work methods.

Assist with communication, participative and training programmes to bring about attitudinal and cultural change.

Ensure propagation of experience, knowledge and skills at all levels.

## **20. Workplace Health and Safety**

### **20.1 Scope**

20.1.1 Consistent with the Trust's obligations under the relevant Workplace Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

20.1.2 Giving due consideration to each employee's work scope. The Trust may require employees to be immunised against infectious diseases, where they are considered to be at risk.

20.1.3 The Trust shall comply with all the provisions of the Workplace Health and Safety legislation of NSW which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials or in such conditions.

## 20.2. Workplace Health and Safety Committee

20.2.1 A Workplace Health and Safety Committee has been established pursuant to the relevant provisions of the Work Health and Safety Act 2011. This Committee shall endeavour to reach consensus on all aspects of the Trust's Workplace Health and Safety Policy. The Workplace Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an Industrial Relations nature.

## 21. Labour Flexibility

Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the Enterprise.

## 22. Additional Functions

22.1 Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground, the Sydney Football Stadium and any other facility under the care, management or control of the Trust.

22.2 Notwithstanding the provisions of 22.1, employees will be primarily engaged within their trade classification.

## 23. Supplementary Staff

Supplementary staff may be used to perform the duties of placing and removing the covers, goal post pads, operating the sightscreens and other duties.

## 24. Working in the Rain

All employees called upon to work in the rain shall be supplied, by the Enterprise, with protective clothing, free of charge.

## 25. Acting Supervisor

An employee appointed by the Enterprise to undertake the role of Acting Supervisor or any event day or for a minimum of five consecutive shifts shall be paid an additional 15% of their ordinary rate of pay for all hours worked in that capacity.

## 26. Change Rooms

The Enterprise shall provide a change room for the use of employees, free of charge. Such rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

## 27. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

## 28. Trust Uniform and Personal Identification

28.1. Employee's must maintain a neat appearance at all times consistent with operational requirements.

28.2. Personal Identification

28.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employees name and photograph.

28.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

### **29. Job Representative**

29.1 A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the Supervisor or officer in charge on matters affecting the employees whom he/she represents.

29.2 The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Union.

### **30. Wage Rates**

30.1 This Enterprise Award provides the following increases to the full time hourly rate of pay:.

2.5% on and from 1 October 2016

2.5% on and from 1 October 2017

2.5% on and from 1 October 2018.

30.2 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 1 of Part B..

30.3 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 2 of Part B..

30.4 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 3 of Part B. .

### **31. Payment of Wages**

31.1 Wages shall be paid on a fixed day no later than the Thursday of each fortnight. Employees shall be paid during ordinary working hours by Electronic Funds Transfer to their nominated bank account.

31.2 Any employee who has to wait after ordinary ceasing time on pay day to receive their wages shall be rendered assistance until such wages are paid into the nominated bank account.

### **32. Terms of Engagement**

Full-time and part-time employees shall be engaged by the week and their engagement shall be terminated by two week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of two week's wages in lieu thereof: Provided that this shall not effect the right of the Enterprise to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

### **33. Redundancy**

(i) Application

(a) This clause shall apply in respect of full time and part time employees.

(b) This clause shall only apply to the Enterprise if it employs 15 or more employees immediately prior to the termination of employment of employees

- (c) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Enterprise shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where the Enterprise has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Enterprise shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Enterprise'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 Enterprise Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) Enterprises Duty to Discuss Change

- (a) The Enterprise shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Enterprise to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the Enterprise shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(iv) Discussions Before Terminations

- (a) Where the Enterprise has made a definite decision that the Enterprise no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the Enterprise shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Enterprise has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

- (c) For the purposes of the discussion the Enterprise shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(v) Notice for Changes in Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Enterprise for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the Enterprise an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Enterprise, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Enterprise until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

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

(xi) Centrelink Separation Certificate

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(xii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Enterprise may at the Enterprise's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the Enterprise shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the Enterprise shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Enterprise Award/Certified Agreement payments, shift penalties and all purpose allowances paid in accordance with the Enterprise Award/Certified Agreement.

(xiv) Incapacity to Pay

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, an Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the Enterprise concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause (xiii) of this clause will have on the Enterprise.

(xv) Alternative Employment

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, the Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the Enterprise obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 36, 'Grievance and Disputes Procedure' of this Enterprise Award.

### 34. No Extra Claims

34.1 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 industrial tribunal.

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

34.2 The agreed rates of pay and conditions comprehend all working conditions to be encountered in the performance of work. No additional special areas or allowances shall be applicable other than those specified by this Enterprise Award.

34.3 There shall be no further wage increases for the life of this Enterprise Award.

### 35. Long Service Leave

See Long Service Leave Act 1955 (NSW)

### 36. Grievance and Dispute Procedures

The procedure for the resolution of industrial dispute will as follows:

- 36.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises or is considered likely to occur, the following steps shall be followed:
- 36.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 36.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 36.1.3 The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 36.1.4 The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- 36.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 36.2 Each of the following steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 36.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 36.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 36.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 36.7 Normal work will continue without disruption while these procedures are followed.

### **37. Declaration**

The parties declare that this Enterprise Award:

- 37.1 Is not contrary to the public interest;
- 37.2 Was not entered into under duress;
- 37.3 Is not unfair, harsh or unconscionable;
- 37.4 Is in the interests of the parties.

### **38. Provision of Training**

- 38.1 The Trust shall pay all fees associated with the conduct of the training courses associated with the traineeship or training relationship or apprenticeship of a Grounds Person Grade D, and will provide paid study leave to facilitate the successful completion of the training modules.
- 38.2 The Trust shall provide a Grounds Person Grade C where possible with one full day's paid attendance at an approved course, each week, with flexibility being provided to accommodate the exam timetable. A Ground Person Grade C will be required to meet all costs associated with the agreed training courses.
- 38.3 The Trust will assist a Grounds Person Grade A to attend appropriate training courses through the provision of flexible rostering. A Grounds Person Grade A shall not be entitled to paid time to attend an

appropriate training course (s) nor shall they be entitled to have their expenses associated with the training course paid for by the Trust.

- 38.4 The Trust will assist a Grounds Person Grade A with greater than 2 years of service to take extended leave which will be approved at the discretion of the Trust to attend international venues approved by the Trust for the purposes of employee development. A Grounds Person Grade A will, where possible use annual leave or long service leave entitlements where appropriate and can extend the leave period with unpaid leave for a maximum period of ten weeks.

Extended leave will only be approved during non-peak periods and when an adequate level of service within the Grounds department can be maintained with existing levels of staff.

Continuity of service will continue for the duration of unpaid leave providing this total amount of absence does not exceed 10 weeks.

Grounds employees shall not be entitled to have their expenses associated with the travel to similar venues paid for by the Trust.

### **39. Commencement and Duration**

This Enterprise Award shall commence from 1 October 2016, and shall remain in force for a nominal term of 3 years.

### **40. Jury Service**

- 40.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 40.2 An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

### **41. Superannuation**

- 41.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth), the Superannuation (Resolution of Complaints) Act 1993 (Cth), and s124 of the Industrial Relations Act 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### **42. Anti-discrimination**

- 42.1 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 on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 42.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 42.3 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.

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

43.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;

43.4.2 offering or providing junior rates of pay to person under 21 years of age;

43.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977 (NSW)

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

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

NOTES:

(a) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation

(b) Section 56(d) of the Anti Discrimination Act 1977 provides:

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

## PART B

**Table 1 - Full Time and Part Time Employees**

Classification	Hourly Rate of Pay (\$)		
	From the first full pay period on or after 1 October 2016	From the first full pay period on or after 1 October 2017	From the first full pay period on or after 1 October 2018
Grounds Person Grade A	39.40	40.39	41.40
Grounds Person Grade B	35.81	36.71	37.63
Grounds Person Grade C	34.03	34.88	35.75
Grounds Mechanic	44.44	45.55	46.69

**Table 2 - Casual Employees**

Classification	Hourly Rate of Pay (\$)		
	From the first full pay period on or after 1 October 2016	From the first full pay period on or after 1 October 2017	From the first full pay period on or after 1 October 2018
Grounds Person Grade A	47.28	48.47	49.68
Grounds Person Grade B	42.97	44.05	45.16
Grounds Person Grade C	40.84	41.86	42.90

**Table 3 - Apprentices**

Hourly Rate of Pay (\$)			
Classification	From the first full pay period on or after 1 October 2016	From the first full pay period on or after 1 October 2017	From the first full pay period on or after 1 October 2018
1st year of apprenticeship	17.90	18.35	18.81
2rd year of apprenticeship	20.76	21.28	21.81
3rd year of apprenticeship	24.53	25.14	25.77
4th year of apprenticeship	27.93	28.63	29.35

J.V. MURPHY, Commissioner

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

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA16/10 - Clarence Valley Council Care and Support Staff Enterprise Agreement 2016-2019**

**Made Between:** Clarence Valley Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 9 November 2016 and commenced 9 November 2016.

**Description of Employees:** The agreement applies to employees employed by Clarence Valley Council located at 2 Prince Street, Grafton NSW 2460 employed as Community Support Workers, who fall within the coverage of the Miscellaneous Workers Home Care Industry (State) Award.

**Nominal Term:** 36 Months.

**EA16/11 - Lachlan Shire Council Enterprise Agreement 2016**

**Made Between:** Lachlan Shire Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 6 December 2016 and commenced 6 December 2016.

**Description of Employees:** The agreement applies to all employees employed by Lachlan Shire Council located at 58 - 64 Molong Street, CONDOBOLIN NSW 2877, except for the Manager Willow Bend Sports Centre and the Care Taker State Centre Caravan Park Tottenham who fall within the coverage of the Local Government (State) Award 2014.

**Nominal Term:** 36 Months.

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

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

**CA16/3 - Holcim (Australia) Pty Ltd NSW Concrete Lorry Owner Driver Contract Agreement**

**Made Between:** Holcim (Australia) Pty Ltd -&- Transport Workers' Union of New South Wales.

**New/Variation:** Variation.

**Approval and Commencement Date:** Approved 7 November 2016 and commenced 7 November 2016.

**Description of Employees:** This Agreement applies to Lorry Owner Drivers engaged by Hocim (Australia) Pty Ltd, located at 799 Pacific Highway, Chatswood NSW 2067, to supply and operate concrete trucks and agitators within New South Wales..

**Nominal Term:** 36 Months.

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