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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

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ACTING INDUSTRIAL REGISTRAR

Mr J. WISEMAN

* 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.

† These members are dual appointees of Fair Work Australia.

(1918)

SERIAL C8413

**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES
AND INNOVATION - WASTE ASSETS MANAGEMENT
CORPORATION) OPERATIONS AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Finance, Services and Innovation.

(No. IRC 835 of 2015)

Before Commissioner Tabbaa

29 September 2015

AWARD

Arrangement

PART A

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PART A

1. Title

This award shall be known as the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Operations Award 2015.

2. Definitions

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the staff member's normal rate of pay.

"Act" means the Waste Recycling and Processing Corporation (Authorised Transaction) Act 2010.

"AMWU" means the Australian Manufacturing Workers' Union

"Casual employee" means an employee not engaged as a weekly employee.

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

"Corporation" means Waste Assets Management Corporation, as established under the Act.

"Employer" means the Department of Finance, Services and Innovation, Waste Assets Management Corporation.

"Full day" means the standard full-time contract hours for the day, i.e., seven (7) or eight (8) hours depending on the classification of the staff member, or up to 9.5 hours per day, if agreement reached in accordance with Clause 9 - Hours of Employment.

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

"Half day" means half the standard contract hours for the day.

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

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

"Overtime" means as defined in the Overtime Clause 17 in this award.

"Part-time Employee" means an employee whose agreed hours are less than full-time hours.

"TWU" means the Transport Workers' Union of Australia.

"Waste Disposal Site" means any site where liquid and/or solid waste is either permanently deposited or converted to an alternative use for recycling and shall include incinerators and/or other means of destruction.

3. Parties to the Award

The parties to this award are the Secretary of the Treasury, Department of Finance, Services and Innovation, the Transport Workers' Union and the Australian Manufacturing Workers' Union and all employees who are employed in the classifications detailed in Table 1 and Table 2 of Part B, Monetary Rates of this award.

4. Classification and Salaries

The classifications and salary rates are set out in Table 1 and Table 2 of Part B, Monetary Rates of this award.

5. Savings of Rights

At the time of making this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this award. This clause is not intended to give rise to further claim.

6. Terms of Employment

- 6.1 An employer 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, provided that such duties are not designed to promote de-skilling.
- 6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.
- 6.3 Any direction issued by an employer pursuant to paragraphs (a) and (b) hereof shall be consistent with WAMC's responsibilities to provide a safe and healthy working environment.

7. Conditions of Employment

The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award, and except where specifically varied by this award, existing conditions are provided for under the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014, the Government Sector Employment Rules 2014, the Crown Employees (Public Service of Conditions of Employment) Reviewed Award 2009, as reviewed or any award replacing this award.

8. Categories of Employment

In consideration of the employment mix required to meet WAMC's operational requirements and client expectations, WAMC may make available the following employment categories.

- (a) Full-Time Employees I Weekly Hire
 - (i) A full-time day employee is an employee who works 38 ordinary hours per week, usually in the form of 7.6 hour days Monday to Friday.
 - (ii) A full-time employee who works on Saturday, Sunday and public holidays will be paid penalty rates in accordance with Clause 16, Public Holidays, and Clause 19, Saturday and Sunday Work, in this award.
 - (iii) A full-time employee who works overtime will be paid in accordance with Clause 17, Overtime in this Award.
- (b) Part-Time Employees

- (i) WAMC may engage part-time employees to work in accordance with an agreed pattern on any seven days of the week at the appropriate rate of pay for the day worked.
 - (ii) A part-time employee is entitled to the pro-rata benefits prescribed by this Award.
 - (iii) The employment of a part-time employee shall be confirmed in writing and the letter shall state the days and times upon which the part-time employee is required to work. The agreed days and times may be altered by agreement between the employee and WAMC, or in the absence of such agreement by the giving of no less than two (2) weeks' notice. This notice period may be changed by mutual agreement. Such alterations will be recorded in writing.
 - (iv) For any hours worked by a Part-Time Employee in addition to those specified in subclause (b) (iii) above, the following shall apply:
 - (1) If the additional hours are on a day that the Part Time Employee was required to work, the additional hours shall be paid at ordinary rates up to a total of 7.6 hours on the day, then at the appropriate overtime rate applicable to a full time employee. Any hours paid at ordinary time rate of pay will be included for the purposes of accruing leave entitlements.
 - (2) If the additional hours are worked on a day that is not one of the agreed days, the additional hours shall be paid at the rate applicable to a full time employee for those hours plus the casual loading specified in Clause 7(d)(i)(1). These hours will not be included for the purposes of accruing leave entitlements due to the loading being paid.
 - (3) The ordinary hours of employment for part time employees for the combined hours worked pursuant to (b) (iv) (1) and (b) (iv) (2) above shall not exceed 38 hours. The application of overtime rates shall be pursuant to clause 17 and clause 19 of this Award.
- (c) Job Share Arrangements
- (i) Job Share is a voluntary arrangement in which one job is shared amongst employees.
 - (ii) Employees may job share under this Award where WAMC approves it.
 - (iii) Job Share arrangements are required to be documented and agreed between the employees and WAMC.
 - (iv) Job Sharers perform the role of one job and the workload and performance expectations should be similar to what would be expected if one employee were performing the job.
- (d) Casuals
- (i) Rates
 - (1) Casuals shall be paid at the rate prescribed for the appropriate classification in Tables 1-3 in this Award, and in addition thereto 20 percent of such rate. This is calculated as follows:

A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 20%. This additional loading is deemed to include all amounts payable under the Annual Holidays Act, 1944, for annual leave. Casuals are not entitled to any paid leave or payment for public holidays except in accordance with the Public Holidays Clause 18(ii) in this Award. This additional loading forms part of the casual rate for all hours worked, whether ordinary time or at prescribed penalty rates.
 - (2) For all time worked in a day in excess of 7.6 hours, the overtime penalty rates prescribed in the Overtime Clause 19 in this Award shall be payable on the casual rate.

- (ii) Where ordinary hours of work for casual employees are 38 hours per week, the normal start times will be advised to employees by end of the previous shift.
- (e) Conversion of Casual Employment
- (i) A casual employee who has been engaged by WAMC on a regular and systematic basis for a sequence of periods of employment under this award during a period of 6 months has the right to elect to have their contract of employment converted to full-time or part-time employment.
 - (ii) WAMC must give a casual employee notice in writing of the provisions of Clause 9(e) (i) within four (4) weeks of the right to elect accruing.
 - (iii) The employee retains their right of election under the clause even if WAMC fails to comply with Clause (ii).
 - (iv) A casual employee who does not, within four (4) weeks of receiving written notice, elect to convert their contract of employment to full-time or part-time employment will be deemed to have elected not to convert.
 - (v) Any casual employee having rights under this clause upon receiving notice under Clause (ii), or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to WAMC that they elect to convert their contract of employment to full-time or part-time employment. Within four (4) weeks of receiving such notice WAMC must either consent to or refuse the election but must not unreasonably so refuse.
 - (vi) An employee who has worked on a full-time basis throughout the periods of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on part-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between WAMC and the employee.
 - (vii) Subject to Clause (vi) where a casual employee has elected to convert to full-time or part-time employment, WAMC and the employee must discuss and agree upon:
 - (1) whether the employee will become a full-time or a part-time employee and if it is agreed that the employee will, become a part-time employee, the number of hours and the pattern of hours that will be worked as provided for in Clause 7(b) (i).
 - (2) A casual employee who has elected to convert to full-time or part-time employment in accordance with this clause may only revert to casual employment by written agreement with WAMC.
- (f) Fixed Term/Task/Contract Employees

In the event that an operational requirement is identified, fixed term employees may be considered. This may include operational requirements due to the following reasons which may include but not be limited to special events, abnormal circumstances and identified long term employee absences which required additional coverage, the company may employ a person on a full-time or part-time basis on a fixed term contract to cover that period of time.

9. Hours of Employment

- 9.1 Subject to subclauses 9.3 and 9.4 and the Afternoon and Night Shift Clause 11.1(b) of this award, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days. Where there is agreement between WAMC, the majority of affected employees and the union, the ordinary hours of work may be up to 9.5 hours per day. Where a change in roster is proposed WAMC will consult with the affected employee

and the Union. Such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.

9.2 The suitability of the application of RDOs and flexible rosters will be site specific and based on the following considerations:

- (a) The operational requirements of the business;
- (b) The commercial requirements of the business;
- (c) The circumstances of affected employees.

9.3 An employee who works ordinary hours on a Saturday and/or Sunday must have two (2) consecutive days off (unless they are worked as overtime).

9.4 Employees who are wholly engaged at a landfill may:

- (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
- (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees do not have to work Sunday as an ordinary day but should an employee agree to this change, it will form part of that employee's contract of employment.

WAMC shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the lunch room, but such times shall not be altered unless the employees so affected are given seven (7) days' prior notice of such alteration; provided that in special circumstances, WAMC may, upon giving to the employees a minimum of twelve hours' notice, alter the commencing times of employees.

10. Start and Finish Times

10.1 Within the limits prescribed in this clause, each employee shall be in attendance at the workplace or other agreed starting place ready to commence work in ordinary working hours and work shall be deemed to have commenced, for each employee in attendance, at the time and place so fixed.

10.2 Working in ordinary working hours shall be deemed to have finished, for those employees in attendance, when the ordinary hours as applied in accordance with Clause 9, exclusive of a break for a meal, calculated from the fixed starting time, has elapsed.

10.3 Different starting times within the span of ordinary hours may apply to different groups of employees in a workplace.

10.4 Any employee who is not in attendance at the workplace or other agreed starting place ready to commence work at the fixed starting time or who fails to attend for their ordinary hours of work shall be paid only for the actual hours worked.

10.5 WAMC may only alter the time and place fixed in accordance with this clause, by notice posted for seven (7) days at the workplace or other agreed starting place, provided that the start time may be changed where it is necessary for reasons beyond WAMC's control, by notification before the end of the previous day's work or with 24 hours' notice where work has not been performed the previous day.

10.6 Time spent by employees washing up shall not count as time worked after the completion of work.

11. Afternoon and Night Shift Work

11.1 For the purposes of this clause:

- (a) "Afternoon shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from 4:00pm to midnight inclusive on any Monday to Sunday.
 - (b) "Night shift" shall refer to the rostered ordinary hours of an employee where such hours commence in the period from midnight to 4:00am inclusive on any Monday to Sunday.
- 11.2 Employees who perform work on an afternoon shift from Monday to Friday (inclusive) shall be paid a loading of 20% in addition to their ordinary rate of pay.
- 11.3 Employees who perform work on a night shift from Monday to Friday (inclusive) shall be paid a loading of 30% in addition to their ordinary rate of pay.
- 11.4 Notwithstanding anything contained in this clause, a night shift shall be paid at the rate applicable to the day on which the majority of the ordinary hours are worked.
- 11.5 Notwithstanding anything contained in this clause, employees may only work ordinary hours on a Saturday or Sunday in the circumstances and subject to the conditions prescribed by subclauses 9.3, 9.4 and 9.5 of the Hours of employment clause in this award.
- 11.6 Notwithstanding anything contained in this clause, employees who work afternoon or night shift on a Saturday or Sunday will not be entitled to any shift loading, but will be paid at the rates for Saturday and Sunday work.

12. Meal Times

Employees shall be allowed a break for a meal each day of not more than one (1) hour's duration which shall be taken, as far as practicable, within a period of five (5) hours of commencing work; provided that such arrangement may be altered by agreement between WAMC and the employees

13. Payment of Wages

- 13.1 The official pay day will be Wednesday.
- 13.2 The processing of wages shall be as follows:

Wages shall be paid weekly by electronic funds transfer. Wages shall be generated for disbursement on the Monday (except where a public holiday falls on the Monday in which case processing will be deferred until the Tuesday), and will include payment for all approved hours worked by employees for the previous week, Monday to Sunday inclusive, as recorded in the Mitrefinch system.

- 13.3 No employee should have the pay day changed unless given at least seven (7) days' notice.

14. Public Holidays

- 14.1 The days upon which the following holidays are observed shall be holidays, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day), Christmas Day (25th December) and Boxing Day, together with any other days or half days which may be proclaimed as gazetted holidays.
- (a) Weekly Employees - All work performed on any of the abovementioned days (except Christmas Day and Good Friday) shall be paid at the ordinary rate of pay for a rostered working day multiplied by two and one-half (2½) with a minimum payment as for 7 hours 36 minutes. For all work performed on Christmas Day and Good Friday, the ordinary rate of pay for a rostered working day multiplied by three shall be paid with a minimum payment as for 7 hours 36 minutes work.
 - (b) Casual Employees - For all time worked by casual employees on a public holiday, except Christmas Day and Good Friday, a casual employee shall be paid the ordinary casual rate of pay

multiplied by two and one-half (2½) with a minimum payment as for 7 hours, 36 minutes, and for all time worked by casual employees on Christmas Day and Good Friday, a casual employee shall be paid the ordinary rate of pay multiplied by three with a minimum payment as for 7 hours, 36 minutes.

- 14.2 In any week during which a holiday is observed on any day Monday to Friday inclusive, the ordinary working time of such week shall be reduced by eight (8) hours for each holiday occurring.
- 14.3 No deduction of wages shall be made from the wages of a weekly employee who is not required to work on a holiday, provided that an employee who is required to work on a public holiday and who fails to report for duty shall not be paid for that holiday unless such employee is absent from work with reasonable excuse.
- (NOTE: Due to the nature of the industry having regard to public health, employees are normally required to work on public holidays.)
- 14.4 For the purposes of this Award, 'Christmas Day' shall be 25 December in each year.
- 14.5 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 in this Award for the employee concerned by 38.
- 14.6 Casual Employees - In the case of casual employees, the overtime rate shall be calculated on the casual rate of pay using a divisor of 38 to calculate the base hourly rate of pay.

15. Overtime

- 15.1 All time worked in excess of or outside the ordinary shift shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter until the employee ceases duty or the ordinary starting time is reached, whichever first occurs.
- 15.2 When an employee is called upon to work overtime on a week day and works 2 or more hours of such overtime, such employee shall be supplied by WAMC with a suitable meal or be paid the sum specified in Table 3 of this Award in lieu thereof. Thereafter for every further four (4) hours of overtime worked a further meal shall be provided or a further meal allowance paid in lieu thereof.
- 15.3 When an employee is called upon to work overtime on weekends, a meal allowance will be paid after the first two hours of work and then after a further 4 hours continuous work. The maximum number of meal allowances that are payable on any weekend day is two per day.
- 15.4 An employee may be directed by WAMC to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by WAMC regarding the working of the overtime, and by the employee of their intention to refuse overtime; and
 - (e) any other relevant matter,
- 15.5 Payment for overtime shall be made only where the employee works authorised. (i.e. approved or directed) overtime.

- 15.6 Weekly Employees - The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate prescribed by the Rates of Pay Clause 11 In this Award for the employee concerned by 38.

16. Time Off in Lieu of Payment for Overtime

- 16.1 An employee may elect, with the consent of WAMC, to take time off in lieu of payment for overtime at a time or times agreed with WAMC within twelve (12) months of the said election.
- 16.2 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.
- 16.3 If, having elected to take time as leave in accordance with paragraph (a) above, and 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.
- 16.4 Where no election is made in accordance with paragraph (a), the employee shall be paid overtime rates in accordance with the Award.
- 16.5 Time off in lieu shall be taken at a time mutually suitable to WAMC and the employee.

17. Saturday and Sunday Work

- 17.1 An employee required to work on a Saturday, where it is not worked as an ordinary day, shall be paid at the rate of time and one-half for the first two (2) hours and double time thereafter for all time worked, with a minimum payment of four (4) hours at the appropriate rate of pay, whether the employee works for that period of time or not.
- 17.2 An employee who is required to commence work on a Saturday at 12 noon or thereafter, other than an employee working an ordinary shift, shall be paid at double time for all time worked in lieu of the rate prescribed In paragraph (a) of this subclause,
- 17.3 An employee required to work on a Sunday, other than an employee who has agreed to work Sunday as an ordinary day, shall be paid at the rate of double time for all time worked, with a minimum payment as for four (4) hours' work at the appropriate 'rate of pay, whether the employee works for that period of time or not.
- 17.4 For all work performed on Easter Sunday, the rate of double time and one-half shall be paid with a minimum payment as for four (4) hours, provided that such work continues until the employee is released from duty by WAMC.
- 17.5 The base hourly rate of pay shall be calculated by dividing the appropriate weekly rate of pay prescribed in Tables 1 and 2.

18. Recall

- 18.1 An employee recalled to work overtime after leaving WAMC's business premises shall be paid for a minimum of four (4) hours' work at the appropriate rate for each time the employee is so recalled; provided that, any subsequent call-backs occurring within a four hour period shall not attract any additional payment, provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job the employee was recalled to perform is completed within a shorter period.
- 18.2 This subclause shall not apply in cases where it is customary for an employee to return to WAMC's premises to perform a specific job outside the employee's ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

19. On Call (Stand-By)

When an employee is directed to be on call or on stand-by for a possible recall to duty, payment of an on call allowance shall be made in accordance with Table 3 Allowances.

20. Mixed Functions

- 20.1 Where an employee is called upon in any day to do any work for which a higher rate of pay is payable than the employee's ordinary rate of pay:
- (i) where the time worked is less than 4 hours, the employee will be paid the higher rate for the time worked; and
 - (ii) where the time worked is 4 hours or more, the employee will be paid the higher rate for the whole day
- 20.2 When an employee is called upon to do any work for which a lower rate of pay is so prescribed, such employee shall suffer no reduction in pay during such period.

21. First Aid Allowance and Emergency Transportation

- 21.1 An employee appointed as a First Aid Officer shall be paid a First Aid Allowance at the rate appropriate to the qualifications held by such employee as specified in Table 3 in this award.
- 21.2 The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave, which exceeds four weeks.
- 21.3 When the First Aid Officer is absent on leave for one (1) week or more and another qualified employee is selected to relieve in the First Aid Officer's position, such employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 21.4 In the event of any serious accident happening to any employee or casual employee whilst on duty at no cost to the employee, WAMC shall provide appropriate emergency transport facilities to the nearest hospital or doctor.

22. Allowance. Payable for Use of Private Motor Vehicle

An employee who, with the approval of the WAMC, uses a private motor vehicle for work shall be paid an appropriate rate of allowance as provided in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time.

23. Compensation for Loss or Damage to Private Property

- 23.1 If damage or loss of the employee's private property occurs during the course of employment and a Workers compensation claim is rejected, WAMC may compensate an employee for damage or loss to private property.
- 23.2 For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing aid, and tools of trade or similar items which are ordinarily required for the performance of the employee's duties.

24. Absence from Work

- 24.1 An employee must not be absent from work unless reasonable cause is shown.
- 24.2 If a satisfactory explanation for the absence is not provided, the employee will be regarded as absent from duty without authorised leave and WAMC shall deduct from the pay of the employee the amount equivalent to the period of the absence.

- 24.3 The minimum period of leave available to be granted shall be a quarter day, unless agreed between the employee and WAMC to allow for a lesser period to be taken.
- 24.4 Nothing in this clause affects any proceedings for a breach of discipline against an employee who is absent from duty without authorised leave.
- 24.5 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

25. Driver's Licence

Where an employee's role requires them to hold a current licence, the following shall apply:

- (a) Upon request, the employee will produce a copy of the licence to WAMC.
- (b) Employees must immediately notify WAMC of any situation which may result, or has resulted, in a variation, suspension or cancellation of their licence.
- (c) Where an employee is unable to meet the requirements of their classification, through the suspension or cancellation of that employee's licence, that employee's services may be terminated.

26. Anti-Discrimination

It is the intention of the parties bound by this award to seek to achieve the objectives of the relevant State and Federal legislation to prevent and eliminate discrimination in the workplace. This includes but is not limited to discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

27. General Induction Program

WAMC conducts a site induction program to familiarise new employees with specific site safety requirements, job and WAMC's requirements and conditions of employment.

28. Safety Induction Training

- 28.1 The purpose of this clause is to:
- (a) ensure that employees are certified as competent to a recognised industry standard.
- (b) encourage the attainment of a transferable skills base in occupational health and safety training for employees.
- 28.2 Employees must complete the training set out in paragraph 30.1) above within two (2) months of the commencement of his or her employment with an employer if the employee has not previously completed the training.
- 28.3 WAMC's obligations under subclauses 30.1 and 30.2 above will not apply to a casual employee unless the engagement has been on a regular and systematic basis for a period of at least two (2) months.
- 28.4 If an employee or prospective employee is required to undergo training pursuant to subclause 30.1 above, either prior to or after commencing employment, WAMC will pay the employee or prospective employee an hourly rate for the actual hours spent in attending the training (excluding travel time). The hourly rate will be determined by dividing the weekly rate applicable for the employee's classification or proposed classification by 38 hours and will not include payment for any overtime or any other penalties including but not limited to allowances, shift allowances or loadings. An employee shall suffer no loss of ordinary time earnings as a result of attendance at training provided pursuant to subclause 30.1 above.

29. Code of Ethics and Conduct

- 29.1 Staff are required to become familiar with the WAMC Code of Ethics and Conduct.
- 29.2 Staff are required to abide by this Code and perform their duties In accordance with the spirit and intent of the Code of Ethics and Conduct.

30. Workplace Health, Safety and Environment Commitment

The Department and its employees are committed to ensuring the highest standards of workplace health and environmental safety for all employees at workplaces. The employer and employees will work together in developing, implementing and maintaining systems of work designed to:

- Provide safe and healthy work environments
- Promote a safety conscious work culture
- Eliminate or minimise hazards
- Provide appropriate information, instructions and training for employees
- Provide and use appropriate protective clothing
- Maintain and care for equipment
- Provide and participate in safety programs and initiatives
- Report all injuries on the day of occurrence to the immediate Supervisor/Manager
- Report all incidents on the day of occurrence to the immediate Supervisor/ Manager

31. Transfer to Available Work

- 31.1 Should there be an oversupply of labour due to completion of contracts, a general downturn of industry, where insufficient work exists, or for any other justifiable reason, WAMC may transfer an employee to another location within the Greater Sydney metropolitan area where there is available work.
- 31.2 The transfer can be for a temporary, fixed or on a permanent basis.
- 31.3 The employee shall be consulted and be provided with an opportunity to discuss with WAMC their specific circumstances. Such consultation shall provide the employee with an opportunity to consider any proposed transfer to available work being offered by WAMC. This consultation is to occur prior to any decision being made by WAMC.
- 31.4 WAMC shall consider any personal circumstances of the employee before implementing a decision resulting from 33.2 above.

32. Closedown Provisions

- 32.1 Where WAMC has a requirement for operational, mechanical, health, safety and/or environment to temporarily close down a site or part of it, the following shall apply:
- (a) WAMC commits to communicate and consult with affected employees and the Union regarding the implementation of a close down. WAMC will advise affected employees as soon as practically possible;
 - (b) WAMC will advise employees and the Union as soon as practical and will not provide less than four (4) weeks' notice;

- (c) WAMC undertakes where an annual close down is required to utilise the resources of the employees on site wherever possible;
- (d) WAMC will transfer employees to alternative sites wherever possible provided that the employees can be utilised at the alternative sites;
- (e) WAMC may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
 - (1) An employee who has accrued sufficient leave to cover the period of the close down is allowed leave and also paid for that leave at the appropriate wage in accordance with Clause 4; and
 - (2) An employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
 - (3) Any leave taken by an employee as a result of a close down pursuant with this clause also counts as service by the employee with their employer; and
 - (4) WAMC may only close down the enterprise or part of it pursuant with this clause for one or two separate periods in a year; and
 - (5) If WAMC closes down the enterprise or part of it pursuant with this clause in two separate periods, one of the periods must be for a period of at least seven (7) consecutive days, including non-working days; and
 - (6) WAMC and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant with this clause for three separate periods In a year provided that one of the periods is a period of at least seven (7) days, Including nonworking days; and
 - (7) WAMC may close down the enterprise or part of it for a period of at least seven (7) days, including non-working days, and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

32.2 The total combined close down period as outlined in subclauses 32.1(e) (6) and 32.1(e) (7) shall not exceed 10 consecutive annual leave days.

33. Grievance and Dispute Handling Procedures

- 33.1 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 Department, if required.
- 33.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 33.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act, 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Secretary or delegate.
- 33.4 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.

- 33.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary or delegate.
- 33.6 The Secretary or delegate may refer the matter to the PSIR Branch, NSWIR for consideration.
- 33.7 If the matter remains unresolved, the Secretary or delegate shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 33.8 A staff member, at any stage, may request to be represented by their Union.
- 33.9 The staff member or the Union on their behalf or the Secretary or delegate may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 33.10 The staff member, Union, Department and PSIR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 33.11 Whilst the procedures outlined in subclauses (1) to (10) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

34. Consultation

- 34.1 Employer to notify
- 34.1.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representative or representatives, if any.
- 34.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 34.2 Employer to discuss change
- 34.2.1 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 34.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 34.1.
- 34.2.3 For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, 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 no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

34.3 Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.

35. No Extra Claims

35.1 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 14 September 2016 by a party to this Award.

36. Area, Incidence and Duration

36.1 This award applies to all staff of the Department of Finance, Services and Innovation attached to the Waste Assets Management Corporation in the classifications listed in Table 1 and Table 2 of Part B, Monetary Rates.

36.2 This award shall take effect from the beginning of the first pay period to commence on or after 15 September 2015 and remains in force for a period of 12 months' or until varied or rescinded.

PART B

MONETARY RATES

Table 1 - Rates of Pay Landfills

Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification - Grade Includes those employees engaged in the operations associated with transfer stations.		Weekly rate First Full pay period on or after 15 September 2015
Depot Hand - 1	Litter control, cleaning, pump operation, Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater wheel wash resource recovery. and general duties	\$993.90
Operator - 2	All previous + competent packer & fixed plant operation	\$996.79
Operator - 3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to a manufacturer's classification of 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < a manufacturer's classification of 3.5 tonnes or tractor/slasher and associated attachments.	\$1,009.86
Operator - 4	All previous + excavator greater than a manufacturer's classification of 10 tonnes and less than or equal to a manufacturer's classification of 20 tonnes	\$1,024.50
Operator - 5	All previous + Shredder Operator	\$1,044.98
Operator - 6	Ticketed and assessed for dozers up to Caterpillar 09 or equivalent capacity, graders, dump trucks, compactors, rollers, scrapers, excavator greater than a manufacturer's classification of 20 tonnes	\$1,237.89
Operator - 7	All the above + operate dozers equal to or larger than a Caterpillar 010 or equivalent capacity.	\$1,247.60

Weighbridge		
Weighbridge Trainee - 1	Trainee weighbridge, checklist requirements	\$955.67
Weighbridge - 3	Weighbridge Operator, including data entry	\$1009.87
Weighbridge - 5	Weighbridge operator- additional duties including all of:	\$1,044.98
	ordering, run sheet/data input, site fuel control, training (not including induction training) compliance and data entry, contacting replacement employees.	
Allowances - supervisory allowances subject to operational and commercial requirements		
Leading Hand	Paid when having direct responsibility for over 3 and up to 8 other employees. In order to receive this allowance, any employee required to perform the duties of Leading Hand will be required to be the first point of contact for issues that arise during the working day. The Leading Hand will determine appropriate action or seek advice from a Supervisor or Manager if unclear as to an appropriate action to take.	\$34.13 pw
Assistant Supervisor	Paid when having direct responsibility for over 8 employees. In order to receive this allowance, any employee required to perform the role of Assistant Supervisor will have most (if not all) of the competencies to perform the roles under their supervision and has the relevant licences required to perform this role; or has demonstrated ability to attain these competencies within a defined time. The duties of an Assistant Supervisor include: <ul style="list-style-type: none"> • Provide a first point of contact for issues that arise; • Assist with the delegation of work; • Assist with reporting, incident investigations; • Assist with ensuring adherence to WAMC's customer service standards; • Support the application of safety standards in the work area 	\$68.28 pw
Site Supervisor	Paid at the highest applicable rate for the group of employees that is being supervised and weekly allowance. To receive this allowance, any employee required to perform the duties of Supervisor has all the competencies to perform the roles under their supervision and has the relevant licences required to perform this role. The duties of a Supervisor include but are not limited to: <ul style="list-style-type: none"> • Delegate work on a day-to-day basis; • Carry out tasks such as reporting, incident investigations; • Oversee adherence to WAMC's customer service standards; • Ensure safety standards are applied in the work area; • General administrative functions 	\$170.68 pw

*All employees are required to perform the duties applicable to their level of work, as well as work of lower classifications from time to time.

Payments:

Over the term of this Award WAMC will pay the applicable Weekly Base Rate from the first full pay period commencing on or after the dates in this schedule based upon employees commitment to implement productivity and operational improvements from the first full pay period commencing on or after the dates in this table.

Productivity and Operational Improvements:

Employees and Management will work together to achieve the following specific targets, without increasing resources;

1. An improvement in Lost Time Injury Frequency Rate (LTIFR) to <10;
2. Improved Resource Recovery;
3. Achieve the targeted compaction rate for the site;
4. Achieve targeted turnaround times of <20 minutes at landfill operations.

Operational Improvements which shall include but are not limited to:-

5. Employees will work with management to implement health and safety programs to avoid lost time. These initiatives will include but are not limited to:
 - a. Verbally report all Injuries on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
 - b. Verbally reporting all incidents on the day of occurrence to the immediate Supervisor /Manager prior to the employee ceasing duty,
 - c. participating in OH&S consultative committees,
 - d. advising treating doctors of WAMC's return to work programs,
 - e. working with management to prepare return to work programs in the event of a lost time incident;
 - f. being available to meet with the supervisor/Manager for injury / incident discussion prior to ceasing duty (except where urgent medical attention is required).
6. Employees will support WAMC's Integrated Management System.
7. Work with management to achieve compaction targets for each landfill. Where applicable utilize new technology to monitor compaction and modify work practices for operating machinery to achieve targeted compaction rates.

Table 2 - Rates of Pay WAMC Engineering Trades

WAMC Classification Level	Weekly Rate
Leading Hand Mechanic	\$1,413.09
Mechanic	\$1,413.09
Trades Assistant	\$1,010.07

These rates are all inclusive and cover all allowances and special rates covered in previous agreements and awards, unless otherwise specified in this Award.

Table 3 Allowances

Allowances	Weekly amount
Mechanic Supervisor	Responsible for supervising a designated work group, allocating and controlling work and completing necessary administrative tasks. \$114.67 per week
Tool Maintenance	Supply and maintain a personal toolkit to the level agreed with the supervisor \$22.94 per week

Meal Allowance	This allowance is paid when a meal allowance is required in accordance with this Award	\$14.90 per meal period
First Aid Allowance	This allowance is paid to nominated employees who are trained and qualified to render first aid.	\$18.82 per week

Explanatory Notes in relation to Tables 1 - 3:

- * All rates in Tables 1 and 2 incorporate the Disability Allowance and Additional Sick Leave Allowances.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE
SERVICES NSW) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Justice.

(No. IRC 871 of 2014)

Before The Honourable Acting Justice Kite

18 December 2014

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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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 |
| 9. | Shift Work |
| 10. | Recreation Leave |
| 11. | Non Attendance Time |
| 12. | Duties of Correctional Education Officers |
| 13. | Duties of Teachers |
| 14. | Leave Entitlements |
| 15. | Part-time Work |
| 16. | Recruitment - Exceptional Circumstances |
| 17. | Professional Development |
| 18. | Education Quality |
| 19. | Consultation |
| 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 employed 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 New South Wales Teachers Federation.
- 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 employed 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 employed 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 employed 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 flexleave 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 flexleave 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 flextime 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"> - classrooms - workshops - industry - in the field 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"> -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 -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development

<p>Workplace training & 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 & vocational training programs & 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>

<p>Application of assessment and diagnostic instruments for inmates.</p> <p>Vocational assessment and counselling.</p> <p>Tutorial support for distance education enrolments and individual learners with difficulties.</p> <p>Workplace training & assessment including Core Skills Assessment.</p>	<ul style="list-style-type: none"> -attendance at case management team meetings -attendance at moderation meetings -participation in case planning and case management activities -course, curriculum and materials development and review -development of learning materials -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
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- 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.

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 arise 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 General 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 occupational 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 2015, 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 Attorney General and Justice - Corrective Services NSW) Award 2014 published 28 February 2014 (375 I.G 1079).

26.3 This Award shall commence on 1 January 2015 and remain in force until 31 December 2015.

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

	2.39 % from the first pay period commencing on or after 1 January 2015 \$
Teacher and Correctional Education Officer	
Step 1	79,213
Step 2	81,448
Step 3	84,628
Step 4	88,801
Senior Correctional Education Officer	
Step 1	100,891
Step 2	104,010

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 241 of 2015)

Before Commissioner Tabbaa

10 September 2015

AWARD

PART A

1 Arrangement

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ANNEXURE

TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

2 Statement of Intent**2.1 Scope**

It is the intention of the parties that the "Goldenfields Water County Council Enterprise Award 2014" shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as "senior staff" pursuant to the Local Government Act 1993 (NSW) or its replacement legislation.

2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water who are engaged in the classifications set out in Table 1 of Part B of this Award (including any additional classifications introduced), save and except for employees designated as "senior staff" pursuant to the Local Government Act 1993 (NSW).

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

3 Area, Incidence and Duration**3.1 Applicability**

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

3.2 Rescission of 2004 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2010 published 29 June 2012 (372 I.G. 1040).

3.3 Association with Local Government (State) Award 2014

The Goldenfields Water County Council Enterprise Award 2014 ("this Award") shall prevail over the provisions of the Local Government (State) Award 2014 ("the State Award") to the extent of any inconsistencies. Where this award is silent in respect to provisions contained in the State Award, the provisions of the State Award shall apply.

3.4 Nominal term

This Award shall commence on and from the first full pay period on or after 20 April 2015 and shall remain in force until the first pay period on or after 30 June 2017, unless varied or terminated as provided for by the Industrial Relations Act 1996 (NSW). The first increase provided by this Award will be back paid by the Council from the first pay period after the 1 July 2014.

3.5 Negotiation for replacement

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

4 Agreed Objectives

4.1 The agreed objectives of this Award are:

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

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

4.1.2 Co-operation between Council and Employees to achieve:

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

5 Anti-Discrimination

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

5.2 The parties have obligations pursuant to the dispute procedure to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects.

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

- 5.3 Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- 5.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW);
- 5.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.6.2 Section 56(d) of the Anti-Discrimination Act 1977 (NSW) provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

6 Definitions

- 6.1 Association
- "Association" means the Local Government NSW.
- 6.2 Council
- "Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the Local Government Act 1993 (NSW).
- 6.3 Goldenfields Award
- "Goldenfields Water County Council Enterprise Award 2014" as may be varied and/or replaced from time to time.
- 6.4 State Award
- "Local Government (State) Award 2014" as may be varied and/or replaced from time to time.
- 6.5 Union
- "Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.

6.6 Ordinary Pay

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

6.6.1.1 Saturday, Sunday and shift penalties

6.6.1.2 Disability allowances

6.6.1.3 Tool allowances

6.6.1.4 On call allowance

6.6.1.5 First aid allowance

6.6.1.6 Community language and signing work allowances.

Provided that subject to the exclusions below and at clauses 11.2 and 22.3.5, an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

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

6.6.2.1 Overtime payments

6.6.2.2 Camping allowance

6.6.2.3 Travelling allowances

6.6.2.4 Car allowances

6.6.2.5 Meal allowances.

6.6.2.6 Living Away From Home Allowance LAFHA

6.7 Days

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

6.8 Competency based training

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

6.9 Superannuation contributions

"Superannuation contributions" means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.

6.10 Complying superannuation fund

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

6.11 Seven day a week rotating roster system

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

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

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

7 Skill Descriptors

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

7.1 Operational Band 1, Level 1

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

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

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

Management skills: Not required.

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

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

7.2 Operational Band 1, Level 2

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

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

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

Management skills: Not required.

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

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

7.3 Operational Band 1, Level 3

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

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

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

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

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

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

7.4 Operational Band 1, Level 4

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

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

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

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

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

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

7.5 Administrative / Technical / Trades Band 2, Level 1

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

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

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

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

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

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

7.6 Administrative / Technical / Trades Band 2, Level 2

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

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

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

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

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

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

7.7 Administrative / Technical / Trades Band 2, Level 3

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

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

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

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

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

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

7.8 Professional / Specialist Band 3, Level 1

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

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources

within the council, and assistance is usually available from other professional / specialist staff in the work area.

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

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

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

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

7.9 Professional / Specialist Band 3, Level 2

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

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

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

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

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

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

7.10 Professional / Specialist Band 3, Level 3

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

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

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

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

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

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

7.11 Professional / Specialist Band 3, Level 4

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

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

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

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

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

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

7.12 Executive Band 4

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

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

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

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

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

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

8 Rates of Pay

8.1 Salary System

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

8.2 Weekly Rates

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the Local Government Act 1993 (NSW) are set out in Table 1, of Part B, of this Award (i.e. the rates applicable under the Council's salary system).

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the Local Government Act 1993 (NSW) set out in Table 1 of Part B of this award (i.e. the rates applicable under council's salary system) shall be increased as follows:

8.2.1 On the first full pay period commencing on or after 1st July 2014, by 3%;

8.2.2 On the first full pay period commencing on or after 1 July 2015, by 3%; and

8.2.3 On the first full pay period commencing on or after 1 July 2016, by 3 %.

8.3 Upon reaching the nominal expiry date of this Award

Upon reaching the nominal expiry date of this Award on 30 June 2017, the parties agree that increases in weekly rates of pay under the State Award shall be automatically incorporated into Council's salary system and will have the same operative date as the Award increases. These increases represent the minimum increases to be awarded at the enterprise level and that the Union(s) may seek to negotiate over Award payments once this Award has expired.

8.4 Workers Compensation

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

9 Salary System

9.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

9.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.

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

9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Assessment for the progression through the salary system shall occur annually. Where skills based progression is not reasonably available within the salary range of the position, the employee shall progress annually in accordance with the savings and transitional clause in Clause 38.

9.5 Skills for progression relevant to the position/Grade shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system relevant to that grade subject to sub-Clause 9.4.

- 9.6 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- 9.7
- At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- 9.8 The salary system shall include a process by which employees can appeal against their assessment.
- 9.9 Employees shall have access to the assessment document prior to the assessment and to information regarding the grade, salary range and progression steps of the position.
- 9.10 Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

10 Use of Skills

- 10.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- 10.2 The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 10.4 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
- 10.5 Subject to clause 15.10, First Aid Work, employees who are required by Council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position. This subclause to cease to have effect on and from 30 June 2017.

11 Payment for Relief Duties/Work

- 11.1 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 11.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 22.3.5 of this Award.
- 11.3 An employee under this Award who is required to relieve in a senior staff position, so designated under the Local Government Act 1993 (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

12 Payment of Employees

- 12.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.

- 12.2 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 12.3 Payment shall be by cheque or direct credit to the employee's nominated account.
- 12.4 The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 12.5 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
- 12.5.1 Alternative duties are available that the employee can usefully perform, or
 - 12.5.2 The bushfire or other climatic circumstance occurred outside of the State of New South Wales.

13 Salary Sacrifice

- 13.1 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Council.
- 13.2 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre-tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- 13.3 Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- 13.4 The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- 13.5 The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
- 13.6 The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- 13.7 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 13.8 The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- 13.9 The value of salary sacrifice benefits and applicable fringe benefits tax shall be treated as ordinary pay for the purposes of calculating overtime and termination payments.
- 13.10 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 13.11 The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.

- 13.12 The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 13.13 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 13.14 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 13.15 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

14 Superannuation Fund Contributions

Subject to the provisions of the Industrial Relations Act 1996 (NSW), Council shall make superannuation contributions for current employees to their nominated Superannuation Fund. As at the commencement of this Award Council shall make superannuation contributions for new employees to the Local Government Superannuation Scheme and not to any other superannuation fund.

14.1 Additional Employer Superannuation Contribution

All employees will receive a 0.92% increase to their employer superannuation contribution in addition to their existing arrangements effective from the first pay period after the 1 July 2014 with a further 0.92% increase effective from 1 July 2015 with a further 0.92% increase effective from 1 July 2016(14.76%) currently 12%.

15 Allowances, Additional Payments And Expenses

15.1 Telephones

Subject to clause 15.1.1, an employee who is required to have a landline telephone at their home for Council purposes shall be compensated by Council reimbursing rental fees and charges along with a weekly payment of \$5.00 per week.

15.2 Discretionary provision of mobile phone

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

15.3 Living away from home allowance (LAFHA)

15.3.1 Accommodation

An employee required to work, and who is required to remain at the location overnight in-side or out-side Council's area (including 3rd party projects) shall be provided with accommodation of at least an NRMA rating of three stars in single accommodation, or if such standard of accommodation is not available, other accommodation as may be agreed to between Council and the affected employee/s. A living away from home allowance LAFHA of \$30 per night will apply from 1 July 2015. The Union and its members will within reason ensure that projects (including 3rd party outside Council's area) requiring travel are adequately staffed to meet contract and/or scheduling requirements.

15.4 Incidentals

In addition to 15.2.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home. This shall include but not limited to reasonable costs incurred for carer's responsibilities such as:

15.4.1 Child Care - After school care

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

15.5 Disability Allowances

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

This allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

15.5.1.1 All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2.

Excepting staff engaged in the following functions:

Administration

Finance

Supervising in Band 2

Technical Services

Employees recognised in clause 15.3.2 below

15.5.1.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

Distribution & Construction Group Members

Welders

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

15.6 Employee Providing Tools

15.6.1 Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	Per Week \$
Metals and Mechanical Trades	\$28.10 (as per Local Government Award 2014)

15.6.2 Complete Tool Kits

Allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

15.6.3 Special Purpose Tools

Allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

15.6.4 Compensation of Tools

The council shall reimburse the employee to a maximum per annum as set out Clause 15.6.1 for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

15.6.5 Provided for the purposes of this clause: -

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

15.7 Certificates and Licences

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

15.8 Vehicle Allowances

- 15.8.1 Where, by agreement, and Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance of 78 cents for vehicles over 2.5 litres for each kilometre of authorised travel , from 1 July 2014 .
- 15.8.2 Council may require an employee to record full details of all such official travel requirements in a log book.
- 15.8.3 Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in clause 15.6.1. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.
- 15.8.4 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in Clause 15.8.1 and shall not be entitled to the minimum payment as set out in Clause 15.6.3.

- 15.8.5 Any agreement to pay the allowance under this clause may only be terminated by 12 months' notice by either party or by the employee's termination of employment.

15.9 Travelling Allowance

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

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

- 15.9.2.1 A Council workshop or depot;
- 15.9.2.2 A Council office or building to which the employee is usually assigned;
- 15.9.2.3 Any other agreed starting and / or finishing point.

- 15.9.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 32, Grievance and Dispute Procedures, shall apply.

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

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

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

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

Such car allowance shall be paid in addition to travelling allowances provided by this subclause. For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

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

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

- 15.9.9 This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 32 of this Award shall be applied.

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

- 15.9.11 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

15.10 First Aid Work

- 15.10.1 Where an indoor employee is required by Council to hold a current First Aid Certificate, to be in charge of a First Aid kit and administer First Aid in the event of an incident, and the use of such skills are not paid for in accordance with the salary system established by Council, the employee shall be paid an allowance of \$14.00 per week.
- 15.10.2 All outdoor employees, due to the nature of their work, which may be remote, are required by Council to hold a current First Aid Certificate, to be in charge of a First Aid kit (which they will keep up to date at Council's cost) and to administer First Aid in the event of an incident. This will be an inherent requirement of their role. In return, the Council will pay all outdoor employees an allowance of \$14.00 per week.

15.11 Meal Allowance

- 15.11.1 A meal allowance set out in Table 1 of Part B shall be paid to employees instructed to work overtime:
- 15.11.1.1 For two hours or more prior to their agreed commencing time, or
- 15.11.1.2 For two hours immediately after their agreed finishing time and after subsequent periods of four hours, or
- 15.11.1.3 After each four hours on days other than ordinary working days

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

15.12 Civil Liability - Engineering Professionals

- 15.12.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the Council, an employee who is an engineering professional:
- 15.12.2 Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and
- 15.12.3 Such assets may give rise to liability under the Civil Liability Act 2002 (NSW) shall be paid an allowance in addition to the weekly rate of 3.5%.
- 15.12.4 The provision in (15.10.1.1) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

15.13 Accreditation of council employees by the Building Professionals Board

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

- 15.13.1 Pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and

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

16 Motor Vehicle Leaseback

16.1 General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

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

- 16.1.1 Whether the vehicle was offered as an incentive to attract and/or retain the employee; and

- 16.1.2 The period that the employee has had access to a leaseback vehicle.

16.2 Termination of leaseback vehicle arrangement

- 16.2.1 Condition of employment - Unless otherwise provided in this clause, where Council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.

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

- 16.2.3 Other - Council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with Council that does not include access to a leaseback vehicle.

16.3 Variation of leaseback vehicle arrangements

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

- 16.3.2 Variations to leaseback fees - Council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

- 16.3.3 Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause

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

17 Residence

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

18 Hours of Work

18.1.1 General

18.1.1.1 Spread of Hours

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

- 18.1.1.2 the most efficient means of delivery of services;
- 18.1.1.3 the most effective way of servicing the customer; and
- 18.1.1.4 the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

18.1.2 Starting and Finishing Times

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

18.1.3 Ordinary Hours of Work

- 18.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m and 6:00p.m., Monday to Friday.
- 18.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.
- 18.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:
 - Administration;
 - Engineering (Professional and Trainees);
 - Executive Band;
 - Finance;
- 18.1.3.4 Management will, with employee input, arrange rosters ensuring Council and employees derive maximum benefit from rostered days off; and avoid conflicts between rostered days and public holidays. In order to meet anticipated customer service commitments and minimum staffing levels, rostered days may not be for all employees on Mondays or Fridays; there may be mutually acceptable arrangements with individual employees for an alternative day off during a particular period.

- 18.1.3.5 Employees, with the approval of Council, may defer up to four rostered days off per annum. Such deferred days shall be added to accrued time.
- 18.1.3.6 At Council's request and with the employee's agreement, an employee working a rostered day off, they may elect to be paid for such day at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement..
- 18.1.3.7 Employees called out to perform duties either as an on call officer or as a call-out giving rise to a ten hour break on the following day as required by clause 19 of this Award, and the following day is an RDO, the employee/s shall have the right to defer their RDO to another mutually agreed time.

18.2 Water treatment plant work

18.2.1 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees whether usually engaged on a "shift work" or "normal hours" basis; whose place of residence is within 400 metres of a major Water Supply Headworks and/or Treatment Facility (i.e. Oura or Jugiong) and undertake pre-arranged overtime duties. An employee undertaking pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount in the Annexure to this Award, with payment being inclusive for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.

- 18.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.
- 18.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted accrue one day additional annual leave.
- 18.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 19.2 of this Award; and the provisions of 19.2.6 are specifically excluded under this Clause.
- 18.2.5 If Council requires an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (19.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

19 Overtime

19.1 General

- 19.1.1 It is a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.
- 19.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.
- 19.1.3 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

- 19.1.4 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- 19.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.
- 19.1.6 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.
- 19.1.7 An employee (other than a casual) who works four or more hour's overtime:
- 19.1.7.1 Between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or
- 19.1.7.2 On days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day, shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.
- This subclause only applies to employees who are on call or called back to work:
- 19.1.7.3 For four hours or more, or
- 19.1.7.4 On consecutive days without having had a ten hour break, or
- 19.1.7.5 On more than one occasion during the day outside of the four hour period.
- 19.1.8 Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.
- 19.1.9 Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of Council and standing and / or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of Council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.
- 19.1.10 Subject to sub-Clause 19.1.11, Council may require an employee to work reasonable overtime at overtime rates.
- 19.1.11 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 19.1.12 For the purposes of sub-Clause 19.1.11, what is unreasonable or otherwise will be determined having regard to:
- 19.1.12.1 Any risk to the employee;
- 19.1.12.2 The employee's personal circumstances including any family and carer responsibilities;

- 19.1.12.3 The needs of the workplace;
- 19.1.12.4 The notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and
- 19.1.12.5 Any other matter.

19.2 On call

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

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

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

19.3 Call Back

- 19.3.1 An employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- 19.3.2 Any employee who is called back to work as defined in subclause 19.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

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

19.4 Duty Officer

- 19.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, as the principal contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will participate in a duty roster for any more than two weeks in any ten week period. In unusual circumstances employees may be required to undertake additional Duty Officer periods which are not to exceed five weeks in any ten week period.
- 19.4.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.
- 19.4.3 A Duty Officer must be able to be contacted at all times while on roster.
- 19.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:
- 19.4.4.1 Any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and
- 19.4.4.2 Any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.
- 19.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.
- 19.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.
- 19.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.
- 19.5 Duty Officer - "Second Call"
- 19.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 18.3 above; with the exception of Clause 18.3.5.
- 19.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

20 Holidays

- 20.1 These Public Holidays shall be observed: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW. It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the general purpose council area of such local proclamation.
- 20.2 In addition to the days provided for in clause 20.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National

Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days' notice of their intention to take the holiday in accordance with this subclause.

- 20.3 Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- 20.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- 20.5 All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours' work.
- 20.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 20.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

21 Union Picnic Day

- 21.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for permanent employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s). Permanent employees who are not rostered on the day deemed as a Union Picnic day will have an alternate day allocated as agreed by the employee.
- 21.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.

Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

- 21.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.
- 21.4 Where Council approves or grants non-financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.
- 21.5 Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

22 Leave Provisions

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

22.1 Sick leave

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

- 22.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 22.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 22.1.1.3 proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 or more concurrent working days; and
- 22.1.1.4 When requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and
- 22.1.1.5 Where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- 22.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 22.1.1.7 The council may require employees to attend a doctor nominated by council at council's cost.
- 22.1.1.8 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 22.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- 22.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 22.1.1.11 Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.
- 22.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.
- 22.1.3 Illness During Annual and Long Service Leave
- If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:
- 22.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and
- 22.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.

22.2 Carers Leave

22.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.2.7.2 below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20.2.1, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

22.2.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.

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

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

22.2.5 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

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

22.2.6.1 Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or

22.2.6.2 More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or

22.2.6.3 Establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

22.2.7.2 The person concerned being:

22.2.7.2.1 A spouse of the employee; or

22.2.7.2.2 A defacto spouse and/or same sex partner, who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married

22.2.7.2.3 A child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or

22.2.7.2.4 A relative of the employee who is a member of the same household, where for the purposes of this Clause:

22.2.7.2.4.1 'Relative' means a person related by blood, marriage or affinity;

22.2.7.2.4.2 'Affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

22.2.7.2.4.3 'Household' means a family group living in the same domestic dwelling.

22.2.7.3 An employee may with Council approval, take unpaid leave to provide care and support to a class of person set out in subclause 22.2.7.2 above who is ill or who requires care due to an unexpected emergency.

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

22.2.8 Carer's Entitlement for Casual Employees

22.2.8.1 Subject to the evidentiary and notice requirements in subclauses 22.2.6 and 22.2.9 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

22.2.9 Time off in Lieu of Payment for Overtime

An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 18 Part A of this Award for the purpose of providing care and support for a person in accordance with subclause 22.2.7.2 above.

22.2.10 Make-up time

An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above.

22.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above. Such leave shall be taken in accordance with Clause 22 .3, Annual Leave and Clause 22.9, Leave Without Pay of this Award.

22.3 Annual Leave

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

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

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

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

22.3.2.2.1 Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause 22.3.1 of this clause.

22.3.2.2.2 In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.

22.3.2.2.3 In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

22.3.2.2.4 In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave

22.3.3 Payment to an employee proceeding on annual leave shall be made Council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

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

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

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

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

22.3.5 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to

be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

22.4 Long service leave

22.4.1 Rate of Accrual

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

- 22.4.1.1 On completion of five years service, 6.5 weeks
- 22.4.1.2 On completion of ten years service, a further 6.5 weeks
- 22.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year
- 22.4.1.4 After completion of each subsequent year, 2.7 weeks per year

22.4.2 Termination of Service

Where an employee has completed more than five years service and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to ten years; and thereafter at the annual rates stipulated in Clause 22.4.1 above; shall be paid to such employee on termination.

22.4.3 Continuous Service

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

- 22.4.3.1 All approved paid leave
- 22.4.3.2 Subject also to Sub-clauses 22.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.
- 22.4.3.3 Employment as a part-time employee
- 22.4.3.4 Service with any other Government Department or Local Government Body shall be service for the purpose of long service leave accrual under this Award provided that:
 - 22.4.3.4.1 The former employer pays to Council the monetary value of the long service leave which the employee has accrued at the time of transfer, and
 - 22.4.3.4.2 The period between cessation of service with the former employer and appointment to the service of Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, and
 - 22.4.3.4.3 The employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with the former employer and appointment to the service of Council.

- 22.4.3.5 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 Council, its predecessors or a Local Government Council in New South Wales at the time of commencing the service.
- 22.4.4 For those employees whose continuous service, as defined at Clause 22.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:
- 22.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and
- 22.4.4.2 For that period of service with Council; at the amount of leave prescribed at Clause 22.4.3 of this Award.
- 22.4.5 Full Pay, Half Pay, Double Pay
- An employee who is entitled to long service leave may, with the consent of Council, take long service leave:
- 22.4.5.1 On full pay; or
- 22.4.5.2 On half pay; or
- 22.4.5.3 On double pay.
- 22.4.6 When an employee takes long service leave, the leave entitlement will be deducted on the following basis:
- 22.4.6.1 A period of leave on full pay - the number of days so taken; or
- 22.4.6.2 A period of leave on half pay -half the number of days so taken; or
- 22.4.6.3 A period of leave on double pay - twice the number of days so taken.
- 22.4.7 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:
- 22.4.7.1 A period of leave on full pay - the number of days so taken; or
- 22.4.7.2 A period of leave on half pay -half the number of days so taken; or
- 22.4.7.3 A period of leave on double pay -the number of days so taken.
- 22.4.8 Employees that take long service leave at half or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation.
- 22.5 Parental Leave (General)
- Relationship with federal legislation - Clauses 22.5, 22.6, 22.7, and 22.9 of this Award shall apply in addition to:
- 22.5.1 Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); as amended from time to time.

22.5.2 The Paid Parental Leave Act 2010 (Cth).

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

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

22.6 Requests for flexible work arrangements

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

22.7 Paid Parental Leave

22.7.1 Definitions - in this clause:

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

22.7.1.2 Parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

22.7.2 Eligibility

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

22.7.3 Entitlement to parental leave make-up pay

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

22.7.3.2 Parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.

22.7.3.3 Requalification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

22.7.4 Employee's right to choose

22.7.4.1 An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, Paid Maternity Leave, of the Local Government (State) Award 2007, may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions of the Local Government (State) Award 2007 in lieu of the entitlement to parental leave make-up pay under this award.

22.7.4.2 This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

22.8 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

22.9 Adoption Leave

22.9.1 Eligibility

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

22.9.2 Pre-adoption Leave

22.9.2.1 An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

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

22.9.2.3 Single continuous period of up to 2 days; or

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

22.9.3 Adoption Leave

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

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

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

22.10 Other paid leave

22.10.1 Jury Service Leave

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

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

22.10.2 Union Training Leave

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

22.10.3 Union Conference Leave

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

22.11 Bereavement leave

Bereavement leave entitlements for employees employed at Goldenfields will be those found in the Underpinning Local Government Award, except that the provisions will be extended to benefit same sex partners.

22.12 Emergency service leave

22.12.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.

22.12.2 The releasing of such employees shall be subject to the following:

22.12.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.

22.12.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employee's participation in the event.

22.13 Leave without pay

22.13.1 Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.

22.13.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

23 Flexibility for Work And Family Responsibilities

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

23.2 Flexible work and leave arrangements include but are not limited to:

23.2.1 Make up time;

23.2.2 Flexi time;

23.2.3 Time in lieu;

- 23.2.4 Leave without pay;
 - 23.2.5 Annual leave;
 - 23.2.6 Part-time work;
 - 23.2.7 Job share arrangements;
 - 23.2.8 Variations to ordinary hours and rosters;
 - 23.2.9 Purchased additional annual leave arrangements; and arrangements to accommodate breastfeeding women.
- 23.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

24 Phased Retirement

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

25 Part-time Employment

25.1

A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18, Hours of Work of this Award.

25.2

Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:

- 25.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.
- 25.2.2 The nature of the work to be performed.

- 25.2.3 The rate of pay as paid in accordance with this Award
- 25.3 The conditions may also stipulate the period of part-time employment.
- 25.4 The conditions may be varied by consent between the employer and the employee.
- 25.5 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.
- 25.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.
- 25.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.
- 25.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award, the provisions of Clause 19, Overtime, shall apply.
- 25.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 25.10 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.
- 25.11 A change to full-time employment from part-time employment or to part-time employment from full-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26 Casual Employment

- 26.1 A casual employee shall mean an employee engaged on a day to day basis.
- 26.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18, Hours of Work.
- 26.3 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 18.1.2 of the Award. The penalties are calculated on the ordinary hourly rate.
- 26.4 Casual employees who work outside the relevant spread of hours identified at clause 17C (i) and (ii) of the State Award are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 26.5 Subject to clause 18A (viii) of the State Award, 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 17, Hours of Work of the State Award.
- 26.6 In addition to the amounts prescribed by subclause 24.2 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the State Award. Casual loading is not payable on overtime.
- 26.7 Casual employees engaged on a regular and systematic basis shall:
- 26.7.1 Have access to annual assessment under council's salary system.

- 26.7.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 26.8 A casual employee shall not replace an employee of Council on a permanent basis.
- 26.9 Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 20, Part B of the State Award.
- 26.10 Bereavement entitlements shall be available for casual employees as set out in in the underpinning State Award, except that the provisions will be extended to benefit same sex partners

27 Job Share Employment

- 27.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 27.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 27.3 Such agreement shall be referred to the consultative committee for information.
- 27.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 27.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 18, Hours of Work of this Award.
- 27.6 The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 27.7 In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 27.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 27.9 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award the provisions of Clause 19, Overtime, shall apply.
- 27.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 27.11 Job sharers shall have access to all provisions of this Award including training and development.
- 27.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 27.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 27.14 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 27.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

- 27.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

28 Junior and Trainee Employment

28.1 General

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

28.2 Junior employment

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

28.3 Trainee employment and apprenticeships

- 28.3.1 The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.
- 28.3.2 An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.
- 28.3.3 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.
- 28.3.4 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.
- 28.3.5 In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:
- 28.3.5.1 The term of the apprenticeship;
 - 28.3.5.2 The course of studies to be undertaken by the apprentice;
 - 28.3.5.3 The course of on the job training to be undertaken by the apprentice.

28.4 School based apprentices

- 28.4.1 The object of sub-clause 28.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.
- 28.4.2 The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 in accordance with Clause 18, Hours of Work.

- 28.4.3 For the purpose of subclause (28.4.2), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
- 28.4.4 School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.
- 28.4.5 Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.
- 28.5 Government funded traineeships
- 28.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.
- 28.5.2 The system is neither designed nor intended for those who are already trained and job ready.
- 28.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.
- 28.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.
- 28.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.
- 28.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.
- 28.5.7 The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 28.5.8 The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 28.5.9 Training shall be directed at:
- 28.5.9.1 The achievement of key competencies required for successful participation in the workplace and / or
- 28.5.9.2 The achievement of competencies required for successful participation in an industry.
- 28.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 28.5.11 Sub-clause 28.5 of this clause does not apply to apprentices.

- 28.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the Council was bound by this Award.
- 28.5.13 Trainees shall not displace existing employees from employment.
- 28.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 28.5.15 The provisions of subclause (28.5.15) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 28.5.16 A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 28.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 28.5.18 Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 28.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 28.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- 28.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- 28.5.22 Wages
- 28.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
- 28.5.22.2 The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

29 Training and Development

29.1

The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:

- 29.1.1 Developing a more highly skilled and flexible workforce
- 29.1.2 Providing employees with opportunities through appropriate education and training to acquire additional skills and
- 29.1.3 Removing barriers to the utilisation of skills in accordance with councils' training plans.

29.2

All employees shall have reasonable and equitable access to education and training, such education and training shall:

- 29.2.1 Be consistent with Council's training plan
- 29.2.2 Enable employees to acquire the range of skills they are required to apply in their positions
- 29.2.3 Enhance employees' opportunities for mobility through councils' organisation structures, through participation in Councils' training plans.

29.3 Training Plan and Budget

29.3.1 Council shall develop a training plan and budget consistent with:

- 29.3.1.1 The current and future skill requirements of Council.
- 29.3.1.2 The size, structure and nature of the operations of Council.
- 29.3.1.3 The need to develop vocational skills relevant to Council and the Local Government industry.

29.3.2 In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.

29.3.3 The training plan shall be designed in consultation with the consultative committee.

29.3.4 The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.

29.3.5 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.

29.3.6 Selection of participants to receive Council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.

29.4

If an employee is required by council to undertake training in accordance with Council's training plan:

29.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;

29.4.2 Where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;

29.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;

- 29.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- 29.4.5 Reasonable travel arrangements shall be agreed; and
- 29.4.6 Where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.

29.5

Council may grant an employee undertaking a course consistent with Council's training plan, although not Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.

29.6 Development of a Competency Based Training System

- 29.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- 29.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- 29.6.2.1 That competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
 - 29.6.2.2 That competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
 - 29.6.2.3 That accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
 - 29.6.2.4 That certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

30 Consultative Committees

30.1 Aim

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

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

30.2 Size and composition

- 30.2.1 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions which are parties to this Award, and such agreement shall not be unreasonably withheld.
- 30.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.
- 30.2.3 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

30.3 Scope of consultative committees

- 30.3.1 The functions of the consultative committee shall include, but is not limited to:
- 30.3.1.1 Award implementation
 - 30.3.1.2 Training
 - 30.3.1.3 Consultation with regard to organisation restructure
 - 30.3.1.4 Job redesign
 - 30.3.1.5 Salary systems
 - 30.3.1.6 Communication and education mechanisms
 - 30.3.1.7 Performance management systems
 - 30.3.1.8 Changes to variable working hours arrangements for new or vacant positions
 - 30.3.1.9 Local government reform
 - 30.3.1.10 Proposed variations to leaseback vehicle arrangements.
- 30.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 31 Grievance and Disputes Procedures.

30.4 Meetings and support services

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

30.5 Employee nominations

Employees shall nominate employee representatives on the Consultative Committee.

30.6 Appointment and promotion

- 30.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
- 30.6.1.1 Request in writing the reasons as to why they were not appointed; and

30.6.1.2 Upon such request Council shall provide the reasons in writing.

31 Term Contracts

31.1

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

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

32 Grievance and Dispute Procedures

32.1 Right to representation

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

32.2 Delegate access to management

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

32.3 Procedure

A grievance or dispute shall be dealt with as follows:

- 32.3.1 The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.
- 32.3.2 A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

- 32.3.3 If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.
- 32.3.4 If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.
- 32.3.5 Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

32.4 Industrial Registrar

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

32.5 Status Quo during negotiation

During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

32.6 Role of IRC

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

33 Disciplinary Procedures

33.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

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

33.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

- 33.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
- 33.2.1.1 Suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the

- period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.
- 33.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.
- 33.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.
- 33.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.
- 33.2.1.5 By agreement an employee may be transferred to another position or place of work.
- 33.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- 33.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- 33.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 35, Termination of Employment of this Award.
- 33.2.5 Be entitled to request the presence of a union representative at any stage.
- 33.3 Procedures
- 33.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.
- 33.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 33.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.
- 33.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- 33.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.
- 33.3.6 All formal warnings shall be in writing.

- 33.3.7 Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

33.4 Penalties

After complying with the requirements above, Council may:

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

34 Work Health and Safety

34.1 Statement of Intent

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

- 34.1.1 promote the safety and welfare of workers and other people in the workplace;
- 34.1.2 Eliminate unsafe work practices; and
- 34.1.3 Ensure that employers and employees understand and comply with their obligations under the Work Health and Safety Act 2011 (NSW), Work Health and Safety Regulation 2011 (NSW) and associated codes of practice.
- 34.1.4 Further information and resources are available from the following organisations:
- 34.1.5 Workcover NSW: www.workcover.nsw.gov.au
- 34.1.6 Safe Work Australia: www.safeworkaustralia.gov.au

34.2 Accommodation and shelter

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

34.3 Provision of equipment and uniforms

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

34.4 Inclement weather

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

34.5 Specific provisions

- 34.5.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.
- 34.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.

- 34.5.3 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 34.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- 34.5.5 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- 34.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- 34.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 34.5.8 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.
- 34.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.

34.6 Labour Hire and Contract Businesses

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

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

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

- 34.6.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.6.2.2 Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 34.6.2.3 Provide employees of the labour hire business and/ with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- 34.6.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 34.6.3 Nothing is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 34.6.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.
- 34.6.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

35 Termination of Employment

- 35.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to council 2 weeks' notice of their intention to terminate their employment.
- 35.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (35.5) of this clause.
- If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.
- 35.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.
- 35.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (35.5) shall not apply.
- 35.5 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

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

- 35.6 The provision of this clause shall be read subject to the provisions of Clause 36, Workplace Change and Redundancy, of this Award.

36 Workplace Change and Redundancy

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

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

36.2 Council's Duty to Discuss Change

- 36.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 36.1.1 and 36.1.2 of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
- 36.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 36.1.1 and 36.1.2 of this clause.
- 36.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

36.3 Discussion Before Termination

- 36.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 36.1.1 and 36.1.2 of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- 36.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of Clause 36.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.
- 36.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

36.4 Notice to Centrelink

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

36.5 Notice of Termination

- 36.5.1 Five weeks' notice to terminate or pay in lieu thereof shall be given.
- 36.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

- 36.5.2.1 Three (3) months' notice of termination or
- 36.5.2.2 Payment in lieu of the notice in sub-Clause 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 36.5.2.3 Notice or payment of notice under this Clause shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

36.6 Redundancy

- 36.6.1 This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- 36.6.2 In addition to any required period of notice, and subject to subclause 36.5 of this Clause, the employee shall be entitled to severance pay as follows:

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

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

37 Council Agreements

- 37.1 The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- 37.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 37.2.1 The extent of the agreement shall be limited to the Award's Clause 12, Payment of Employees; Clause 15 subclause 15.7, Travelling Clause 18, Hours of Work; Clause 19, Overtime, Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
- 37.2.2 The agreement does not provide less than the entry level rates of pay;
- 37.2.3 The agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and

37.2.4 The agreement shall be processed in accordance with subclause 37.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in Clause 37.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.

37.3 A Council Agreement shall be processed as follows:

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

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

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

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

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

38 Savings and Transitional

38.1 No net detriment or reduction in ordinary rate of pay

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

Salary system implementation

38.1.1 The parties are committed to continue the introduction of the GWCC Salary Structure and its associated progression guidelines to be finalised and fully implemented by 1 March 2016.

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

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

39 Employee Loyalty/Attendance Bonus

39.1 Qualification

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

39.1.1.1 38 hour employee - 570 hours

39.1.1.2 35 hour employee - 525 hours

39.1.2 An employee, upon reaching the required minimum balance set out in Subclause 39.1.1.1 or 39.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

39.2 Procedure

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

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

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

40 Domestic Violence

Council will include in a policy within the first 12 months after the registration on this Award; a provision for employees of Council affected by Domestic Violence, to be allowed paid time off work in relation to domestic violence.

ANNEXURE

TABLE 1 - PAY RATES & ALLOWANCES PER WEEK

Part 1 - Pay Rates

Band	Level			Rate per Week (\$) from 1st pay after				
				Salary	1 July 2013	1 July 2014	1 July 2015	1 July 2016
				S40	2,768.87	2,851.93	2,937.49	3,025.62
				S39	2,675.23	2,755.49	2,838.16	2,923.30
				S38	2,584.77	2,662.31	2,742.18	2,824.44
				S37	2,497.36	2,572.28	2,649.45	2,728.93
				S36	2,412.91	2,485.29	2,559.85	2,636.65
				S35	2,331.31	2,401.25	2,473.29	2,547.49
				S34	2,252.48	2,320.05	2,389.65	2,461.34
				S33	2,176.30	2,241.59	2,308.84	2,378.11
				S32	2,102.81	2,165.90	2,230.88	2,297.80
				S31	2,031.61	2,092.56	2,155.34	2,220.00
				S30	1,962.93	2,021.81	2,082.47	2,144.94
				S29	1,896.83	1,953.74	2,012.35	2,072.72
				S28	1,832.36	1,887.34	1,943.96	2,002.27
3	4			S27	1,770.65	1,823.77	1,878.48	1,934.83
				S26	1,718.13	1,769.67	1,822.76	1,877.45
4		1		S25	1,667.07	1,717.08	1,768.60	1,821.65
				S24	1,612.42	1,660.80	1,710.62	1,761.94
				S23	1,560.24	1,607.05	1,655.26	1,704.92
				S22	1,509.41	1,554.69	1,601.33	1,649.37
3			3	S21	1,460.54	1,504.36	1,549.49	1,595.97
				S20	1,406.79	1,448.99	1,492.46	1,537.23
				S19	1,354.16	1,394.78	1,436.63	1,479.73
				S18	1,303.21	1,342.31	1,382.58	1,424.06
2 & 3	3 & 2			S17	1,254.23	1,291.86	1,330.61	1,370.53
				S16	1,209.68	1,245.97	1,283.35	1,321.85

				S15	1,166.93	1,201.94	1,237.99	1,275.13
				S14	1,125.91	1,159.69	1,194.48	1,230.32
				S13	1,086.24	1,118.83	1,152.40	1,186.97
2 & 3		2 & 1		S12	1,047.87	1,079.30	1,111.68	1,145.03
				S11	1,013.19	1,043.59	1,074.90	1,107.14
				S10	978.74	1,008.10	1,038.35	1,069.50
				S9	955.41	984.07	1,013.60	1,044.00
1	4			S8	933.01	961.00	989.84	1,019.53
2			1	S7	923.08	950.78	979.30	1,008.68
				S6	896.60	923.50	951.20	979.74
				S5	867.26	893.27	920.07	947.67
1		3		S4	838.59	863.74	889.66	916.34
				S3	815.58	840.05	865.25	891.21
				S2	792.02	815.78	840.25	865.46
1	2			S1	769.25	792.32	816.09	840.58
1	T10			T10	956.24	984.93	1,014.48	1,044.91
	T9			T9	923.08	950.78	979.30	1,008.68
	T8			T8	883.86	910.38	937.69	965.82
	T7			T7	844.59	869.93	896.02	922.91
	T6			T6	806.77	830.98	855.90	881.58
	T5			T5	749.94	772.43	795.61	819.47
	T4			T4	654.89	674.54	694.77	715.61
	T3			T3	560.01	576.81	594.12	611.94
	T2			T2	476.02	490.30	505.01	520.16
	T1			T1	381.31	392.75	404.53	416.67

Part 2 - Allowances

	Rate per Week (\$) from 1st pay after			
	1 July 2013	1 July 2014	1 July 2015	1 July 2016
Arranged & Emergent Work Treatment Plants	237.67	244.80	252.15	259.71
On Call - per week	405.59	417.76	430.29	443.20
Duty Officer - per week	648.86	668.33	688.38	709.03
Duty Officer - "Second Call" - per week	50.71	52.23	53.80	55.41
Meal Allowance - per meal	22.44	23.12	23.81	24.52
Disability Allowance (cl 16.3.1) - per hour	0.37	0.38	0.39	0.40
Disability Allowance (cl 16.3.2) - per hour	0.63	0.65	0.67	0.69

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(770)

SERIAL C8409

HEALTH PROFESSIONAL AND MEDICAL SALARIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 790 of 2015)

Before Commissioner Tabbaa

2 September 2015

VARIATION

1. Delete from the table in Part B - Monetary Rates of the award published 14 August 2015 (377 I.G. 1592), the following classifications and associated rates:

Aboriginal Health Co-Ordinator, Aboriginal Health Education Officers, Senior Aboriginal Health Education Officer, Regional Aboriginal Health Education Officer, Aboriginal Health Education Officer - Graduate, Senior Aboriginal Health Education Officer - Graduate,

and insert in lieu thereof the following:

Classification	Rate from 1.7.2015 2.5% \$
ABORIGINAL HEALTH WORKER	
Year 1	49,121
Year 2	52,022
Year 3	54,876
Year 4	57,798
Year 5	60,543
Year 6	63,418
Year 7	66,262
Year 8	69,460
Year 9 and thereafter	72,346
Senior	
Senior, Year 1	75,189
Senior, Year 2 and thereafter	78,106
Principal	
Principal, Year 1	80,308
Principal, Year 2 and thereafter	83,778
ABORIGINAL HEALTH PRACTITIONER	
Year 1	54,876
Year 2	57,798
Year 3	60,543
Year 4	63,418
Year 5	66,262
Year 6	69,460
Year 7 and thereafter	72,346
ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE (per week) ** This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.	
1st year	1,084.30

2nd year	1,136.90
3rd year	1,207.80
4th year	1,275.30
5th year	1,350.40
6th year	1,420.30
7th year	1,480.30
8th year	1,539.10
9th year	1,605.60
An Aboriginal Health Education Officer-Graduate who has completed 12 months service at the salary prescribed on the maximum of the scale and has demonstrated to the satisfaction of the employer by the work performed and the results achieved, the aptitude, abilities and qualities of mind warranting such payment, may progress to the following rate:	
10th year	1,686.40
11th year	1,767.50
SENIOR ABORIGINAL HEALTH EDUCATION OFFICER - GRADUATE (per week) **This classification and rates are applicable only to employees engaged under this classification up to 2 September 2015. The classification is not to be applied to employees engaged after this date.	
1st year	1,767.00
2nd year	1,840.20
3rd year	1,913.80

2. This variation shall take effect from the beginning of the first pay period commencing on or after 2 September 2015.

I. TABBAA, Commissioner

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NSW HEALTH SERVICE ABORIGINAL HEALTH WORKERS' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 789 of 2015)

Before Commissioner Tabbaa

2 September 2015

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

1	Arrangement
2	Definitions
3	Wages
4	Conditions of Service
5	Progression and Appointment
6	Anti-Discrimination
7	No Extra Claims
8	Area, Incidence and Duration

2. Definitions

- 2.1 Aboriginal Health Practitioner means a person who is appointed as such and holds a Certificate IV in Aboriginal Primary Health Care (Practice), and is registered with the Australian Health Practitioner Regulation Agency. Aboriginal Health Practitioners perform a range of clinical practice and primary healthcare duties for the community in which they work under direct or indirect supervision at more experienced years.
- 2.2 Aboriginal Health Worker means a person who is appointed as such and is a provider of flexible, holistic and culturally sensitive health services to the Aboriginal community, and holds or aspires to hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works. Aboriginal Health Workers perform a range of primary health care duties for the community in which they work under direct or indirect supervision at more experienced years.
- 2.3 Employer means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales, and includes a delegate of the Secretary.
- 2.4 NSW Health Service consists of those persons who are employed under Chapter 9, Part 1 of the Health Services Act 1997 by the Government of NSW in the service of the Crown.
- 2.5 Principal Aboriginal Health Worker means a person who has applied for an advertised Principal Aboriginal Health Worker role and has been selected on merit. Principal Aboriginal Health Workers develop, implement and review Aboriginal primary health care strategy and policies and may be responsible for the supervision and training of Aboriginal Health Workers. Principal Aboriginal Health Workers hold a relevant degree qualification.

2.6 Senior Aboriginal Health Worker means a person who has applied for an advertised Senior Aboriginal Health Worker role and has been selected on merit. Senior Aboriginal Health Workers manage resources for the delivery of individual health services or health programs, and may be responsible for the supervision and training of Aboriginal Health Workers.

2.7 Union means the Health Services Union New South Wales.

3. Wages

3.1 Full-time employees under this Award shall be paid as set out in the Health Professional and Medical Salaries (State) Award.

4. Conditions of Service

4.1 The Public Hospitals (Professional & Associated Staff) Conditions of Employment (State) Award, as varied from time to time, shall apply to all classifications of employees as defined in clause 2 of this Award.

5. Progression and Appointment

5.1 Progression for Aboriginal Health Workers and Aboriginal Health Practitioners is incremental upon the completion of 12 months full time satisfactory service.

5.2 Aboriginal Health Workers who hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works may commence at Year 2.

5.3 Senior Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

5.4 Principal Aboriginal Health Workers are appointed on merit. Incremental progression occurs once upon the completion of the first 12 months full time satisfactory service.

6. Anti - Discrimination

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

6.2 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 effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

6.3 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.

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

i- Any conduct or act which is specifically exempt from anti-discrimination legislation.

ii- Offering or providing junior rates to a person under 21 years of age.

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

iv- A party to this award from pursuing matters of unlawful discrimination in a State or federal jurisdiction.

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

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides: 'Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion'.

7. No Extra Claims

- 7.1 Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the Industrial Relations Commission of New South Wales for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 1 July 2016 by a party to this award.

8. Area, Incidence and Duration

- 8.1 This Award shall apply to employees of the classifications in clause 2, Definitions who are employed in the New South Wales Health service under Section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- 8.2 The Award shall take effect on and from 2 September 2015 and shall remain in force for a period of three years.

I. TABBAA, Commissioner

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**OFFICE OF SPORT WIN SPORTS AND ENTERTAINMENT
CENTRES AUSTRALIAN WORKERS UNION (STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Sport.

(No. IRC 551 of 2015)

Before Commissioner Tabbaa

11 September 2015

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

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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 2015.

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 2016 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 2015 and will remain in force for a period of one year, and rescinds and replaces the Illawarra Region Sporting Venues Authority Australian Workers Union (State) Award 2011 published 29 June 2012 (372 I.G. 1097), 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 terminate, 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 (2.2) 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 Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant	Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver	General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison

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 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer 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: Maintenance Supervisor Operations Supervisor	Typical work at this Level includes: Book-keeper

	Technical Supervisor Grounds Keeper	
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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(a).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(a) 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 2015 \$
Level 1	1	764.30
Level 2	1	795.30
	2	805.00
	3	831.20
Level 3	1	855.50
	2	878.20
	3	896.90

Level 4	1	933.50
	2	967.70
	3	1008.29
	4	1118.50
	5	1228.60
Level 5	1	1333.60
	2	1463.70
	3	1577.60
	4	1735.30
	5	1908.90

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 Weekly Rate
		13 September 2015
		\$
Level 1	1	25.15
Level 2	1	26.16
	2	26.49
	3	27.49
Level 3	1	28.15
	2	28.88
	3	30.23
Level 4	1	30.72
	2	31.84
	3	33.16

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 2015
		\$
Level 1 Level 2	1	52,216.00
	2	52,857.00
	3	54,886.00
Level 3	1	56,167.00
	2	57,662.00
	3	60,332.00
Level 4	1	61,293.00
	2	63,535.00
	3	66,205.00
	4	73,436.00
	5	80,668.00
Level 5	1	87,561.00
	2	96,103.00
	3	103,578.00

Table 2 - Management Staff Rates of Pay

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

Level	Pay Point	Salary per Annum 13 September 2015
		\$
3	Maximum	177,271
	Minimum	143,927
2	Maximum	136,131
	Minimum	119,939
1	Maximum	115,862
	Minimum	107,946

SECTION E - ALLOWANCES**Table 3 - Other Rates and Allowances**

		13 SEP 2015	
	Allowance	Amount \$	Casuals \$
1	Laundry Allowance	16.04 Per week	1.47 Per shift
2	Meal Allowance	11.67	11.67
3	First Aid Allowance	3.00 Per shift	3.00 Per shift
4	Offensive Matter Cleaning Allowance	3.75 Per day	3.75 Per shift
5	Leading Hand Allowance		
	3 to 10 employees	39.92 Per week	1.26 Per hour
	11 to 20 employees	47.40 Per week	1.56 Per hour
	More than 20 employees	56.88 Per week	1.87 Per hour

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 862 of 2015)

Before Commissioner Tabbaa

1 October 2015

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. Occupational Health and Safety
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22. Additional Functions
23. Supplementary Staff
24. Working in the Rain
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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 2015.

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 2012 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 2015.
- 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 the appropriate hourly rate as set out in Table 2 of Part B of this Enterprise Award. The casual hourly rate contained in this Enterprise Award, contains a component 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 of \$11.43 shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time.

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 in full-time and part-time hourly rates of pay:
- 2.5% on and from 1 October 2015
- All other hourly rates shall be adjusted accordingly.
- 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 on and from 1 October 2015.
- 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 on and from 1 October 2015.
- 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 on and from 1 October 2015.

31. Payment of Wages

- 30.1 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.
- 30.2 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 the 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 This Enterprise Award constitutes the entire agreement between the parties with respect to rates of pay and all other conditions of employment and there shall be no further claims, whatsoever, by any party during the term of this agreement

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 disputation 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.
- 36.6 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

- 38.2 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.
- 38.3 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.
- 38.4 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]
- 38.5 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 2015, and shall remain in force for a nominal term of 1 year.

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:
- 42.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
- 42.4.2 offering or providing junior rates of pay to person under 21 years of age;
- 42.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977 (NSW)
- 42.4.4 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

Hourly Rate of Pay (\$)	
Classification	Column 1
Grounds Person Grade A	38.44
Grounds Person Grade B	34.94
Grounds Person Grade C	33.2
Grounds Mechanic	43.36

Table 2 - Casual Employees

Hourly Rate of Pay (\$)	
Classification	Column 1
Grounds Person Grade A	46.13
Grounds Person Grade B	41.95
Grounds Person Grade C	39.95

Table 3 - Apprentices

Hourly Rate of Pay (\$)	
Classification	Column 1
1st year of apprenticeship	17.46
2rd year of apprenticeship	20.25
3rd year of apprenticeship	23.93
4th year of apprenticeship	27.25

N.B. Column 1 applies from 1 October 2015

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(1912)

SERIAL C8407

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 784 of 2015)

Before Commissioner Tabbaa

1 September 2015

AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Directors' Allowances

Table 3 - Nominated Supervisors' Allowance

PART A

1. Definitions

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

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

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

- (iii) A teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
 - (iv) A teacher who has acquired other equivalent qualifications; or
 - (v) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (l) "Nominated Supervisor" means a teacher who is appointed as Nominated Supervisor under the Education and Care Services National Law Act 2012 or its replacement.
- (m) "Union" means the Independent Education Union of Australia and/or HSU NSW.

2. Salaries

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

(a) Three Years Trained Teachers

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

(b) Four Years Trained Teachers

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

2.2 Part-Time and Temporary Teachers

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

2.3 Casual Teachers

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

2.4 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-

school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia. That period so established shall be taken to be the length of service for the purpose of that employment.

- (b) Teachers employed at the time of the making of this award with existing recognised experience which may not directly fall into the categories as prescribed in paragraph (a) above, shall continue to have their experience recognised for the purposes of incremental progression.
- (c) For the purpose of calculating service:
 - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraph (a) of this subclause shall be counted as service.
 - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall total one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year).
 - (iii) The amount of service of a casual teacher shall be calculated as one year for every 1,982 hours of service. (1,982 hours is the number of ordinary hours worked by a full-time ECS teacher in a calendar year). Casual service performed only in the preceding four years shall be included in determining incremental progression.

2.5 Re-Classification

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

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

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

- (d) A teacher shall be transferred to the higher salary scale on the following basis:

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

3. Directors' and Nominated Supervisors' Allowance

3.1 Directors' Allowance

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

3.2 Nominated Supervisors' Allowance

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

4. Miscellaneous

4.1 Crib Break

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

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

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

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

4.2 Professional Development, Training and Planning

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

4.3 First Aid Certificate

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

4.4 Non - Contact Time

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

4.5 Child-Free Days

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

5. Conditions of Employment

- 5.1 Directors and Teachers employed under this Award will have all other conditions of employment established by those contained in the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award published 24 April 2009 (367 I.G. 1365) or as amended from time to time.

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

- 6.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 6.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of

employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.

- 6.3 During the first three months of employment, employment shall be from week to week. After three months of continuous service, employment may be terminated only by 28 days notice given either by the employer or the employee or by payment or forfeiture of 28 days salary, as the case may be. Nothing in this clause, however, shall prevent the summary dismissal of an employee for misconduct or neglect of duty.
- 6.4 Upon the termination of service of a teacher other than a casual teacher, the employee may request from the employer for a statement of service. The statement of service shall:
- (a) set out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher, or
 - (b) include a Job Description or List of Duties.
- 6.5 On termination of casual employment, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.

7. Disputes and Grievance Procedures

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

8. No Extra Claims

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

9. Area, Incidence and Duration

- 9.1 This award shall apply to all teachers employed in ECS centres as defined in subclause (d) of clause 1, Definitions, of this Award.
- 9.2 Other conditions of employment not included in this award shall be governed by the Public Hospital (Professional and Associated Staff) Conditions of Employment (State) Award published 24 April 2009 (367 I.G. 1365) or as amended from time to time.
- 9.3 This award shall take effect from 1 September 2015 and shall remain in force for a period of one year.
- 9.4 This award rescinds and replaces the Teachers (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award published 5 October 2012 (374 IG 1495) and all variations thereof.

PART B

MONETARY RATES

Table 1 - Rates of Pay

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

Classification/ Incremental Salary Step	1 September 2015 (2.5%) per annum \$
Three Years Trained Teachers	
Step 1	51,105
Step 2	53,707
Step 3	56,514
Step 4	59,109
Step 5	61,841
Step 6	64,788
Step 7	66,417
Step 8	68,033
Step 9	70,742
Step 10	73,571
Step 11	75,553
Four Years Trained Teachers	
Step 1	54,341
Step 2	57,708
Step 3	60,955
Step 4	64,553
Step 5	67,899
Step 6	70,742
Step 7	73,571
Step 8	76,759
Step 9	79,828

Table 2 - Directors' Allowance (Clause 3.1)

Units	1 September 2015 (2.5%) per annum \$
1	5,706
2	6,962
3	8,691
4	10,857

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

Units	1 September 2015 (2.5%) per annum \$
1	1,853
2	2,262
3	2,830
4	3,536

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT FOR NSW SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport for NSW.

(No. IRC 522 of 2015)

Before The Honourable Justice Walton, President

13 August 2015

AWARD

Arrangement

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 November 2011, Transport for NSW (TfNSW) was established pursuant to Part 1A of the Transport Administration Act 1988 (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

2. Interpretation

2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means Transport Administration Act 1988.

Dispute Settlement Procedure (DSP) means the procedure outlined in Clause 5.

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

Employee means all persons employed as a member of the Transport Service in the TfNSW Group who are not part of the Transport Senior Service as defined in the Act.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary in accordance with s68C(2) of the Act.

Extended Leave means long service leave as provided by sub clause 19.5.

FACSL means Family and Community Service Leave in accordance with subclause 19.4.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

"household" means a family group living in the same domestic dwelling.

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 16.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 13.5, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian University or recognised equivalent and is employed in a position where a degree in engineering is a requirement.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

Secretary means the Secretary of the Department of Transport.

(Note: a reference to any action taken by the Secretary or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Secretary).

Shift means a turn of duty during which work is performed.

Shiftworker means an Employee working in the TMC who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the TfNSW Group.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Chief Traffic Operations Controllers, Senior Traffic Operations Controllers and Traffic Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

3. Title

This Award shall be known as the Transport for NSW Salaries and Conditions of Employment Award 2015.

4. Area, Incidence and Duration

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2

- (a) With the exception of the clauses outlined in subclause 4.2(b), this Award comes into effect on 13 August 2015 and will remain in force for a period of 12 months.
- (b) Clauses 16, 17 and 22 of this Award shall come into effect on the date published by the Secretary on the TfNSW intranet. Until such time, the provisions in Schedule D shall apply.

4.3 This Award rescinds and replaces the Transport Service of New South Wales Salaries and Conditions of Employment Award 2011, published 27 July 2012 (373 I.G. 433) as varied.

4.4 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);

- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
 - (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).
- 4.5 An agreement made under s68D(2) of the Act shall override this Award to the extent of any inconsistency.

5. Dispute Settlement Procedure (DSP)

- 5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 5.2 Subject to Clause 9.1, this procedure shall apply to any Dispute that arises about the following:
- (a) matters pertaining to the relationship between the Employer and Employees;
 - (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
 - (c) the operation and application of this Award.
- 5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Principal Manager Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager Industrial Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

- 5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.
- 5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.
- 5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.
- 5.7. All timeframes above are exclusive of weekends and public holidays.

5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

6. Union Rights

6.1 Union Delegates

- (a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.
- (b) Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
 - (i) represent members in bargaining;
 - (ii) represent the interests of members to the Employer;
 - (iii) consult with union members and other Employees for whom the delegate is a representative; and
 - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
 - (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
 - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
 - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;

- (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
 - (v) attendance at meetings as a member of a vocational or industry committee.
- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (ii) all travelling expenses being met by the Employee or the Union;
 - (iii) attendance being confirmed in writing by the Union or a nominated training provider.
- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference or other accredited activity referred to above is known.
- (i) Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, TfNSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

6.2 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

7. Classifications, Salary and Allowances

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2015;
 - (b) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) rounded to the nearest 10 cents.
 - (c) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Treasury (NSW Industrial Relations) circulars and Schedule B amended as required.

- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.
- 7.10 First Aid Allowance

Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.

8. Consultation and Change

- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 At least 4 times per year senior management representatives of the Employer and nominees of each of the Union parties will meet to consult on matters which have organisational wide impact or implications.
- 8.3 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information about:
- (i) The proposed change;
 - (ii) Effects on the Employees; and
 - (iii) The rationale for the proposed changes based on business needs.
- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 8.4 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.

- 8.5 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.

9. No Extra Claims

- 9.1 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 IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

10. Work Environment

- 10.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
 - (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured Employees.
- 10.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 10.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 10.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

11. Anti-Discrimination

- 11.1 It is the intention of the Employer 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.
- 11.2 It follows that in fulfilling their obligations under Clause 5 (Dispute Settlement Procedure) of 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.

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

NOTES

1. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
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."

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

12. Probationary Period

- 12.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.
- 12.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

13. Forms of Employment

- 13.1 The Transport Service will use direct permanent employment as the preferred and predominant staffing option for TfNSW.
- 13.2 With the exception of Employees covered by Part B (employed in the TMC) no Employee will be employed to perform shiftwork or be required to perform shiftwork.
- 13.3 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.
- 13.4 Full-Time Employment
- A Full-Time Employee is an Employee employed to work for thirty five hours per week.
- 13.5 Part-Time Employment
- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.

- (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
- (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Additional hours
 - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
 - (ii) Subject to 16.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
 - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
 - (B) if working under a Flexible Working Hours scheme under clause 17 of this Award, can elect to be paid as per clause 13.5(e)(ii)(A) or have the time worked credited as flexible working hours.
 - (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 22 without the need to be working under flexible hours in clause 22.3.

13.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to 13.1, an engagement of a Temporary Employee may be for a fixed period of not more than 12 months, for a specified project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 12 months (other than maternity leave) or where an Employee is proposed to be engaged as a Temporary employee for a further period in the same role that would extend the engagement to more than 12 months, a review will be undertaken beforehand to determine if a permanent position should be created.

14. Termination of Employment

14.1 The Employer will not terminate an Employee's employment unless:

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or

(c) all relevant legislative provisions have been complied with.

14.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 14.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.
- 14.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 14.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 14.2 above, or by forfeiting salary in lieu of notice.
- 14.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 14.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 14.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

15. Abandonment of Employment

- 15.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 15.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

16. Hours of Work

- 16.1 The ordinary hours of work shall be 35 hours per week.
- 16.2 Except as provided for in Clause 16.13 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 16.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 16.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 16.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.
- 16.5 The ordinary hours may be standard pursuant to clause 16.7(a) or flexible pursuant to clause 17 and may be worked on a full time or part time basis.

- 16.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 16.7 The following working arrangements apply according to the requirements of the Employer:
- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
 - (b) flexible working hours (clause 17).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 16.8 Employees working in accordance with 16.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and
 - (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 16.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.
- 16.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.
- 16.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
 - (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
 - (c) Employees shall be provided with access to:
 - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
 - (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 16.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 17).
- 16.13 Additional Conditions for North West Rail Link Community Information Centre Staff
- (a) Employees working in the North West Rail Link Community Information Centre may be required to work their ordinary hours of duty:
 - (i) between 8.20 am and 4.20 pm on a Saturday; and
 - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,

provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent.

- (b) The ordinary hours of duty shall be worked over a two week roster cycle.
- (c) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (d) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

17. Flexible Working Hours

17.1 Flexible working hours is defined as where an Employee is able to:

- (a) vary their start and finish times within the bandwidth;
- (b) accrue one flex day (7 hours) in each 4 week settlement period;
- (c) take flex leave at any time throughout the 4 week settlement period with management approval.

17.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:

- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (k), (n) and (o) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (f) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- (g) Maximum hours of work on any day to be accredited as flex-time will be 10 hours, excluding breaks.
- (h) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (i) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flexleave must coincide.
- (j) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (k) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.2(m) and 17.2(p), additional hours are forfeited.

- (l) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (m) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flexleave.
- (n) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
 - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.
- (o) Flexleave - Subject to operational requirements:
 - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
 - (ii) Flexleave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
 - (iii) Flexleave may be taken on consecutive working days.
 - (iv) Absences on flexleave may be combined with other periods of authorised leave.
- (p) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (o) of this subclause due to operational requirements, an Employee can bank flexleave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

18. Flexible Working Arrangements

- 18.1 Flexible work arrangements may be agreed between the Employer and a staff member.
- 18.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
 - (a) Working from home
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis
 - (c) Job-sharing
 - (d) Transition to retirement arrangements

- 18.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 18.4 The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

19. Leave Provisions

19.1 Annual Leave

- (a) Subject to this clause, annual leave is in accordance with the Annual Holidays Act.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
- (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
- (ii) The minimum period of annual leave available to be granted shall be a quarter day.
- (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subclause 19.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
- (i) military leave taken without pay when paid military leave entitlements are exhausted;
- (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- (iv) incapacity for which compensation is authorised under the Workplace Injury Management and Workers Compensation Act 1998 and Workers Compensation Act 1987; or
- (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
- (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
- (ii) The annual leave loading shall be paid to Employees subject to the following conditions:

- (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
- (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
- (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

19.2 Sick Leave

- (a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- (b) Sick leave on full pay accrues day by day to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.
- (f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
 - (i) Pending determination of a claim under the Workers Compensation Act 1987, on production of an acceptable medical certificate, an Employee shall be granted sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee's election by accrued annual leave or extended leave.
 - (ii) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
 - (iii) An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

19.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill, or requires care due to an unexpected emergency.
- (b) Employees will be entitled to Carer's Leave when:
 - (i) their entitlements to Family and Community Service Leave is exhausted; and
 - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:

Employees will be entitled to Carer's Leave for the care and support of an ill:

 - (i) Family Member;
 - (ii) relative who is a member of the same household where, for the purposes of this definition:
 - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities

An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:
 - (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) 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.

19.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL will be granted:
 - (i) for reasons related to responsibilities for a Family Member ;
 - (ii) for reasons related to the death of a Family Member or relative;
 - (iii) for reasons related to performance of community service; or
 - (iv) in case of pressing necessity, natural disaster or major transport disruption.

- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:
 - (i) two and a half days in the first 12 months of service; or
 - (ii) five days in any period of two years after the first 12 months of service; or
 - (iii) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee,

whichever is the greater.
- (d) If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion basis to a staff member.

19.5 Extended Leave

- (a) General

Extended leave for Employees will accrue and be granted in accordance with section 68HA of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

- (b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.
- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees who are employed part-time are entitled to extended leave on the same basis as that applying to a Full-Time Employee but payment for the leave is calculated on a pro rata basis.

19.6 Maternity Leave

- (a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (b) Paid Maternity Leave

Employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of maternity leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
 - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
 - (B) for a further period ending not more than 12 months after the date of giving birth.
 - (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

19.7 Adoption Leave

(a) General

- (i) Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

(b) Paid Adoption Leave

Employees who have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption leave taken,
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

(c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) Employees who take adoption leave may also reach agreement with the Employer to also take leave:
 - (A) part-time for a period not exceeding two years; or
 - (B) partly full-time and partly part-time over a proportionate period of up to two years.
- (d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flexleave or family and community service leave.

19.8 Parental Leave

- (a) General
 - (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
 - (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
 - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 19.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
 - (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
 - (A) One week on full pay, or
 - (B) Two weeks on half pay.
 - (ii) The period of paid leave does not extend the current entitlement of leave in accordance with 18.8(a)(i) or (b), but is part of it.
- (e) Taking Of Parental Leave

Employees who take parental leave may reach agreement with the Employer to also take leave:

- (i) part-time over a period not exceeding two years; or
- (ii) partly full-time and partly part-time over a proportionate period of up to two years.

19.9 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

19.10 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

19.11 Alternative Duties

If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

19.12 Return to work after Maternity, Adoption or Parental leave

- (a) An Employee who has taken leave in accordance with clause 19.6, 19.7 or 19.8 may make a request to the Employer to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with 19.6, 19.7, 19.8 or 19.12(a)(i) or part time work in accordance with 18.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 19.6, 19.7, 19.8 or 19.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

19.13 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 19.13(a) of this clause.
- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

19.14 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- (c) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (d) The leave will count as service for all purposes.
- (e) The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- (f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- (g) Purchased leave is subject to the following provisions:
 - (i) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
 - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
 - (iii) Sick leave cannot be taken during a time when purchased leave is being taken.
 - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (v) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Union parties.

19.15 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

19.16 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

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

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.

19.17 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

19.18 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
 - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
 - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
 - (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) Witness at Court - Crown Witness
 - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

- (ii) A staff member subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 19.19 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to seven days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
 - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
 - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
 - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
 - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
 - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
 - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.

- (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

19.19 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclauses 19.2 (Sick Leave) and 19.3 (Carer's Leave) and 19.4 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in paragraph (a) above are exhausted, the Employer shall grant Special Leave as per clause 19.18 (f).
- (c) The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (d) Personal information concerning Domestic Violence will be kept confidential by the Employer.
- (e) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

20. Public Holidays

20.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,

and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

- 20.2 Employees directed to work on public holidays are to be paid, excluding for overtime:
- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
 - (b) an additional day's pay at ordinary rates.
- 20.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.
- 20.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:
- (a) During approved leave of absence without pay exceeding one (1) month.
 - (b) When an Employee covered by Part B is rostered to work and is absent without leave.
 - (c) When an Employee is on strike or is suspended without pay.
- 20.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.
- 20.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.
- 20.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

21. Transfer Allowances

21.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

21.2 Pre Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

21.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

21.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

21.5 Travel To New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

21.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

21.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

21.8 Permanent Accommodation

(a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

(b) Home owner

(i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance. Employees must sell their current property and purchase a new property at the new location within 12 months of the move.

(ii) The following sales costs will be reimbursed:

(A) selling agent's commission, except for an unsuccessful auction;

(B) marketing costs;

(C) solicitor/conveyancer costs and disbursements;

(D) mortgage discharge or penalty exit fees up to a maximum of six months interest;

(E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and

- (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.
- (iii) The following purchase costs will be reimbursed:
 - (A) solicitors'/conveyancer professional costs and disbursements;
 - (B) valuation fees and stamp duty;
 - (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;
 - (D) mortgage setup fees; and
 - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

22. Overtime

22.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
 - (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Employee's health and safety;
 - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
 - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Any hours directed to be worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, shall be overtime and managed in accordance with the overtime provisions of the Award.
- (d) A manager may request an employee who works flexible working hours to work overtime where they want an employee to work more than 8 ordinary hours (excluding breaks) in any one day. Where an employee agrees to the request, such hours shall be paid as overtime.
- (e) For Employees working under a flexible working hours scheme:
 - (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.

- (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

22.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 22.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

22.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
 - (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
 - (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

22.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's 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 overlaps 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 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 Employer'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.

22.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
 - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
 - (ii) available outside of ordinary working hours;
 - (iii) able to be contacted immediately;
 - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
 - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 22.3 - Overtime Rates shall apply to the time worked;
- (c) 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.

22.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm 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 and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) 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.

22.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

22.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

22.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 22.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

22.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 17, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 22.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 22.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

23. Travelling Expenses

23.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 23.2.

23.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars
- (b) , and shown at Items 4 - 11 of Schedule B, for the following allowances:
 - (i) travel allowances (involving overnight stay);
 - (ii) meal allowances (not requiring overnight accommodation);
 - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

23.3 Meal Allowances - Journeys not requiring Overnight Accommodation

(a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;
- (ii) has the meal away from their residence or headquarters;
- (iii) the Employee incurs expenditure in obtaining the meal; and
- (iv) a break from work or travel of 30 minutes is taken to have the meal.

(b) Provided that:

- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
- (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.
- (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
- (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

23.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars and as set out in Items 7 and 8 of Schedule B.

- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

23.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under clause 23.4 is not payable in respect of:
 - (i) Any period during which the Employee is at their residence at weekends or public holidays;
 - (ii) Any period of leave; or
 - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
 - (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
 - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

23.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
 - (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
 - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:
 - (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
 - (B) periods of less than a quarter of an hour on any day shall be disregarded;

- (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
 - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
 - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
 - (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and
 - (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

23.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of:

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and

- (b) any distance travelled in a private capacity.

23.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
 - (i) the damage is not due to gross negligence by the Employee; and
 - (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
 - (i) the damage was sustained on approved work activities; and
 - (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

24. Remote Locations Living Allowance

24.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

- (a) Indefinitely stationed and living in a remote area as defined in subclause 24.2 of this clause; or
- (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 24.2 of this clause.

24.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 24.2(b) and 24.2(c) of this subclause;
- (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

24.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

24.4 For the purposes of this clause dependant is defined as:

- (a) the spouse of the Employee (including a de facto spouse);
- (b) each child of the Employee aged eighteen years or under;

- (c) each son and daughter of the Employee aged more than eighteen years but less than twenty six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
 - (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.
- 24.5 Where Employees are in receipt of the remote location living allowance provided for in Sub Clause 24.1 and work temporarily outside the areas listed in Sub Clause 24.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- 24.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:
- (a) An Employee who:
 - (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
 - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area,

shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 24.4.
 - (b) Allowances under this sub clause do not apply to Employees who have less than three years service and who, at the date of engagement, were resident in the defined area.
- 24.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- (a) the Employee continues in employment; and
 - (b) the dependants continue to reside in the area specified; and
 - (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.
- If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

25. Higher Grade

- 25.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.
- 25.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

26. Salary Packaging

- 26.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s 68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

- 26.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 26.3 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, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 26.4 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 Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 26.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
 - (b) any administrative fees.
- 26.6 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:
- (a) Superannuation Guarantee Contributions;
 - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
 - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

27. Work Health and Safety

- 27.1 For the purposes of this clause, the following definitions shall apply:

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.

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.

- 27.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer 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 health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (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.
- 27.3 Nothing in this clause 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.
- 27.4 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 - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE

28. TOCs and TIOs

- 28.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.
- 28.2 Hours of Work
- (a) Ordinary Hours

The ordinary hours of work shall be 35 per week.
 - (b) Full Time Employees
 - (i) Employees shall be continuous shift workers.
 - (ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.
 - (iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.
 - (iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.
 - (c) Where Employees are rostered to work shifts of 12 hours 10 minutes:
 - (i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
 - (ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 28.3.

- (iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 28.3.
- (d) Part Time Employees:
 - (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
 - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
 - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 28.4.
- (e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

28.3 Shiftwork

- (a) For the purposes of this sub clause:
 - (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
 - (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
 - (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
 - (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.
- (b) Payment for Shift Work
 - (i) Payment for day shift shall be at the ordinary rate of pay,
 - (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
 - (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
 - (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
 - (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,

- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
 - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
 - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
 - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
 - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
- Full time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters will be made available at least 30 calendar days in advance.
 - (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (iv) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

28.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

28.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

29. TMC Shiftworkers other than TOCs and TIOs and Traffic Commanders

29.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

29.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

29.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 29.4.

29.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

29.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

29.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

30. Traffic Commanders

30.1 This clause applies to TMC Traffic Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

30.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

30.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.4.

30.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

30.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

30.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

31. TMC CBD Taskforce and Replacement Bus Transport Services Transport Liaison Managers, Emergency Bussing Managers and Digital Media Support Officers

31.1 This clause applies to Transport Liaison Managers (TLMs), Emergency Bussing Managers (EBMs) and Digital Media Support Officers (DMSOs) dedicated to the CBD taskforce and Replacement Bus Transport Services. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

31.2 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

- (i) Employees shall be continuous shift workers.
- (ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.
- (iii) Employees shall be rostered to work shifts lengths of:
 - (a) 11 hours, 40 minutes; or

- (b) 8 hours, 45 minutes; or
 - (c) 7 hours, 22 minutes
- excluding unpaid meal breaks.
- (iv) Shift lengths will be consistent over the course of a week.
 - (v) Employees shall not be required to work more than:
 - (a) 19 days over a four week cycle;
 - (b) 5 days in any 7 day period;
 - (c) three consecutive 12 hour, 10 minute shifts in any seven day period.
 - (vi) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:
 - (a) at least two sets of consecutive RFDs are granted; and
 - (b) at least one of those sets falls on a weekend.
- (c) **Breaks Between Shifts**
- (i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
 - (a) 8 hours where they are rostered to work shifts less than 10 hours; or
 - (b) 10 hours where they are rostered to work shifts of 10 hours or more.
 - (ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at clause 31.2(c)(i), they will be paid at the relevant rate set out in clause 31.2(c)(iii).
 - (iii) Where Employees have not observed a rest break provided for in clause 31.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 31.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.3.
- (d) **Part Time Employees:**
- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
 - (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
 - (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 31.4.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

31.3 Shiftwork

(a) For the purposes of this sub clause:

- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

- (i) Payment for day shift shall be at the ordinary rate of pay,
- (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
- (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

(c) Additional Annual Leave

- (i) Full time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.

- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
 - (ii) Rosters shall be made available at least 30 calendar days in advance.
 - (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
 - (iv) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
 - (v) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

31.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 140 hours per 4 week cycle between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

31.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

32. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers

32.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

32.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

32.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.
- (b) Employees shall be rostered to work shifts lengths of:
 - (i) 11 hours, 40 minutes; or
 - (ii) 8 hours, 45 minutes; or
 - (iii) 7 hours, 22 minutesexcluding unpaid meal breaks.
- (c) Shift lengths will be consistent over the course of a week.
- (d) Employees shall not be required to work more than:
 - (ii) 19 days over a four week cycle;
 - (iii) 5 days in any 7 day period;
 - (iv) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.
- (f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

32.4 Breaks Between Shifts

- (a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
 - (i) 8 hours where they are rostered to work shifts less than 10 hours; or
 - (ii) 10 hours where they are rostered to work shifts of 10 hours or more.

- (b) Where an Employee has not observed a rest break provided for in clause 32.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in clause 32.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.5.

32.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
 - (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.
- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (e) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (g) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

32.6 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters shall be made available at least 30 calendar days in advance.
- (c) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (d) the Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (e) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater
- (f) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

32.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

32.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Part One

Classification	Level	Effective 1/7/2014	+ 2.5% Effective 3/07/2015 ^
Transport Service Grade 1	Level 1A	46,807	47,977
	Level 1B	47,977	49,176
	Level 1C	49,148	50,377
	Level 1D	50,318	51,576
	Level 1E	51,488	52,775
Transport Service Grade 2	Level 2A	51,762	53,056
	Level 2B	53,056	54,382
	Level 2C	54,351	55,710
	Level 2D	55,645	57,036
	Level 2E	56,940	58,364
Transport Service Grade 3	Level 3A	57,270	58,702
	Level 3B	58,702	60,170
	Level 3C	60,133	61,636
	Level 3D	61,564	63,103
	Level 3E	62,996	64,571
Transport Service Grade 4	Level 4A	63,768	65,362
	Level 4B	65,363	66,997
	Level 4C	66,956	68,630
	Level 4D	68,551	70,265
	Level 4E	70,144	71,898
Transport Service Grade 5	Level 5A	71,917	73,715
	Level 5B	73,715	75,558
	Level 5C	75,513	77,401
	Level 5D	77,312	79,245
	Level 5E	79,110	81,088
Transport Service Grade 6	Level 6A	80,178	82,182
	Level 6B	82,182	84,237
	Level 6C	84,187	86,292
	Level 6D	86,191	88,346
	Level 6E	88,195	90,400
Transport Service Grade 7	Level 7A	89,649	91,890
	Level 7B	92,338	94,646
	Level 7C	95,027	97,403
	Level 7D	97,717	100,160
	Level 7E	100,407	102,917
Transport Service Grade 8	Level 8A	101,764	104,308
	Level 8B	104,817	107,437
	Level 8C	107,870	110,567
	Level 8D	110,922	113,695
	Level 8E	113,975	116,824
Transport Service Grade 9	Level 9A	117,183	120,113
	Level 9B	120,698	123,715
	Level 9C	124,213	127,318
	Level 9D	127,728	130,921
	Level 9E	131,245	134,526

^ In accordance with clause 7.5(a) salaries will increase by 2.5% from 3 July 2015. Backpay will be made within 2 pay cycles following the commencement of the Award.

Part Two

Classification	Level	Effective 1/7/2014	+ 2.5% ^ Effective 3/07/2015
Professional Engineer Grade A	Level 1	80,178	82,182
	Level 2	84,187	86,292
	Level 3	86,191	88,346
	Level 4	89,649	91,890
	Level 5	92,338	94,646
	Level 6	95,027	97,403
Professional Engineer Grade B	Level 1	97,717	100,160
	Level 2	101,764	104,308
	Level 3	106,135	108,788
	Level 4	110,555	113,319
	Level 5	113,975	116,824
Professional Engineer Grade C	Level 1	117,183	120,113
	Level 2	121,868	124,915
	Level 3	126,554	129,718
	Level 4	131,245	134,526

^ In accordance with clause 7.5(a) salaries will increase by 2.5% from 3 July 2015. Backpay will be made within 2 pay cycles following the commencement of the Award.

SCHEDULE B - ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Amount Effective 1/7/2014	Amount Effective 3 July 2015
Item 1	On Call (Rostered Day)	\$35.50*	\$36.40*
Item 2	On Call (Non Rostered Day)	\$53.70*	\$55.00*
Item 3	Overtime Meal	\$28.20 per meal	#
Item 4	Breakfast Meal (no overnight stay)	\$25.35 per meal	#
Item 5	Lunch Meal (no overnight stay)	\$28.55 per meal	#
Item 6	Dinner Meal (no overnight stay)	\$48.65 per meal	#
Item 7	Overnight Stay Away from Headquarters Allowance	Varies depending on location -see relevant NSW Treasury (NSW Industrial Relations) Circular	#
Item 8	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$18.70 per night	#
Item 9	Private use of Motor Vehicle - up to 1600 cc	65 cents per km	#
Item 10	Private use of Motor Vehicle - between 1601cc and 2600cc	76 cents per km	#
Item 11	Private use of Motor Vehicle - over 2600 cc	77 cents per km	#
Item 12	Holder of St John's Ambulance	\$826.30 per annum	\$847.00 per annum*
Item 13	Holder of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	\$1241.00 per annum	\$1272 per annum*
Item 14	Remote Location (with dependants)		#
	Grade A	\$1939 pa	
	Grade B	\$2572 pa	
	Grade C	\$3435 pa	

	Remote Location (without dependants) Grade A Grade B Grade C	\$1353 pa \$1803 pa \$2406 pa	#
Item 15	Remote Location Annual Leave Travel By Private Vehicle	Appropriate casual Rate up to maximum of 2850 kms less \$47.80	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$47.80 And up to \$320.20	#
	Other Transport (without dependants)	Actual reasonable expenses in excess of \$47.80 and up to \$158.15	#
	Rail Travel	Actual rail fare less \$47.80	#

*Subject to Award Increase/s, in accordance with 7.5(b). Backpay will be made within 2 pay cycles following the commencement of the Award.

means amended in accordance with clause 7.5

SCHEDULE C -TRANSITIONAL ARRANGEMENTS

1. Transitional Arrangements

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

2. Personal Salaries - Code Z

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

3. Annual Award Increases

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

4. Former Railcorp Employees

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
	47,919			
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	
4	61,357	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	

			82,082	
6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y
	89,574		90,944	X
			93,447	
7	92,710	8	94,710	Y
	95,956		97,551	Y
	99,314		100,393	Y
	102,787		103,234	X
			106,075	
8	106,387	9	109,060	Z
	110,111		112,332	Z
			115,604	-
	116,997		118,875	Z
	122,148		122,148	-

Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331	1	43,563	X
	36,557		43,563	X
	41,794		43,563	X
			44,652	
			45,741	
			46,830	
			47,919	
2	44,078	2	48,175	X
	46,079		48,175	X
	47,793		48,175	X
			49,379	
			50,584	
			51,788	
			52,993	
3	50,747	3	53,300	X
	53,125		53,300	Y
			54,633	
	55,600		55,965	X
			57,298	
			58,630	
4	57,296	4	59,348	Y
	59,542		60,832	Y
	61,885		62,315	X
			63,799	
			65,282	
5	64,012			Z
	66,082			Z
	67,272			Z
6		5	66,933	
	68,748		68,606	
	70,835		70,279	Y
	73,153		71,953	Y
			73,626	X
7		6	74,620	
	74,745		76,486	Y

	77,383 78,885		78,351 80,217 82,082	Y X
8	82,121 85,456 88,124	7	83,435 85,938 88,441 90,944 93,447	Y Y X
9	92,178 94,826 99,093	8	94,710 97,551 100,393 103,234 106,075	Y Y X
10	101,594 105,602 111,025	9	109,060 109,060 112,332	X Y X
11	114,457 119,439 122,128		115,604 118,875 122,148 122,148	Y Y Y -

Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746	A	74,620	-
	77,385		78,351	X
	78,887		78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121	B	83,435	Y
	85,454		85,938	Y
	88,123		88,441	-
Engineer Level 2 Yrs 1 1 - 3 (RTA USS 9)	92,176	B	90,944	-
	94,826		94,710	Y
	99,092		98,779	Y
			102,892	X
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593	C	109,060	X
	105,600		109,060	Y
	111,024		113,421	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456	C	117,782	Y
	119,439		122,148	-
	122,125		122,148	-

Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z

	45,327		45,741	Z
	47,100		46,830	Z
	48,293		47,919	Z
	49,672		47,919	-
2		2	48,175	Y
	50,342		49,349	X
	51,012		50,484	
3	51,867		51,788	Z
	53,078		52,993	Z
	53,906		52,993	-
4		3	53,300	
	54,929		54,633	X
	56,291		55,965	Y
	57,756		57,298	
			58,630	-
5	58,941	4	59,348	X
	61,155		60,832	
	62,969		62,315	Y
			63,799	
			65,282	
6	64,165	5	66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
			71,953	
			73,626	
Special	69,463	6	74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
			82,082	
SO A	77,683	7	83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
			90,944	X
			93,447	
SO B	89,090	8	94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
	102,121		103,234	X
			106,075	
SO C	99,079	9	109,060	X
	102,249		109,060	X
	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
			118,875	
			122,148	
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z

	121,420		118,875	Z
	126,067		122,148	-
			122,148	-

Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for Railcorp Employees Transitioning to Transport for NSW

RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1 Level 1	43,915	45,451	47,043	1
Level 2	44,806	46,374	47,998	
Level 3	45,772	47,373	49,032	
Level 4	46,635	48,267	49,957	
Level 5	47,472	49,133	50,854	
2 Level 1	50,834	52,613	54,456	3
Level 2	52,530	54,368	56,272	
Level 3	54,016	55,906	57,864	
Level 4	55,749	57,700	59,721	
Level 5	58,199	60,235	62,344	
3 Level 1	60,504	62,621	64,814	4
Level 2	62,336	64,517	66,776	
Level 3	63,657	65,884	68,191	
Level 4	65,400	67,688	70,058	
Level 5	66,967	69,310	71,737	
4 Level 1	68,909	71,320	73,817	6
Level 2	71,081	73,568	76,144	
Level 3	73,390	75,958	78,618	
Level 4	76,402	79,076	81,845	
Level 5	79,470	82,251	85,131	
5 Level 1	83,140	86,049	89,062	7
Level 2	86,786	89,823	92,968	
Level 3	89,688	92,827	96,077	
Level 4	92,696	95,940	99,299	
Level 5	95,899	99,255	102,730	
6 Level 1	99,436	102,916	106,519	8
Level 2	101,804	105,367	109,056	
Level 3	104,621	108,282	112,073	
Level 4	107,437	111,197	115,098	
Level 5	110,258	114,116	118,111	
7 Level 1	111,906	115,822	119,877	9
Level 2	114,678	118,691	122,846	
Level 3	117,465	121,576	125,832	
Level 4	120,266	124,475	128,833	
Level 5	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW

Ferries Grade	Ferries Salary \$	Effective from 1 January 2012	Effective from 1 January 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		Z	
	43,265	44,779	46,346		Z	
	44,957	46,530	48,159		Z	
	46,097	47,710	49,380		Z	
	47,414	49,073	50,791		-	
2				2	48,175	
					49,379	
	48,053	49,735	51,476		50,584	X
3	48,693	50,397	52,161		50,584	X
	49,509	51,242	53,035		51,788	Z
	50,664	52,437	54,272		52,993	Z
4	51,455	53,256	55,120		52,993	-
				3	53,300	
	52,433	54,268	56,167		54,633	X
53,732	55,613	57,559	55,965		X	
5	55,129	57,059	59,056		57,298	X
				4	58,630	
	56,261	58,230	60,268		59,348	X
58,373	60,416	62,531	60,832		X	
6	60,106	62,210	64,387		62,315	X
				5	63,799	
	61,247	63,391	65,610		65,282	X
62,883	65,084	67,362	66,933		X	
Special	65,171	67,452	69,813		68,606	X
				6	70,279	
	66,304	68,625	71,027		71,953	X
69,698	72,137	74,662	73,626		X	
SO A	73,122	75,681	78,330		74,620	X
				7	74,620	X
	74,151	76,746	79,432		76,486	X
76,656	79,339	82,116	78,351		X	
SO B	79,341	82,118	84,992		80,217	
	82,340	85,222	88,205		82,082	
				8	83,435	X
85,823	88,827	91,936	83,435		X	
			83,435		X	
SO B				8	85,938	X
	85,040	88,016	91,097		88,441	
	87,771	90,843	94,023		90,944	X
SO B	90,729	93,905	97,192		93,447	
	93,967	97,256	100,660		94,710	X
				8	94,710	X
97,479	100,891	104,422	94,710		X	
			97,551		X	
				100,393		
				103,234	X	
				106,075		

SO C	94,573	97,883	101,309	9	109,060	X
	97,600	101,016	104,552		109,060	X
	100,899	104,430	108,085		109,060	X
	104,386	108,040	111,821		109,060	X
	108,158	111,944	115,862		112,332	X
SO D	104,838	108,507	112,305		109,060	Z
	108,201	111,988	115,908		112,332	Z
					115,604	Z
	111,803	115,716	119,766		118,875	-
	115,899	119,955	124,153		122,148	Z
	120,334	124,546	128,905		122,148	-

Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	6,1000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.

SCHEDULE D

In accordance with clause 4.2 (b), the provisions contained in this schedule will apply until the provisions of clauses 16, 17 and 22 of the Award come into effect.

16. Hours of Work

- 16.1 The ordinary hours of work shall be 35 hours per week.
- 16.2 Except as provided for in Clause 16.11 and Part B of this Award, the ordinary hours shall be worked between 7.30 am and 6.00 pm, Monday to Friday inclusive.
- 16.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 16.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 16.7(a)

with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.

- 16.5 The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.
- 16.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 16.7 The following working arrangements apply according to the requirements of the Employer:
- (a) 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
 - (b) flexible working hours (clause 17).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 16.8 Employees working in accordance with 16.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and
 - (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 16.9 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
 - (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
 - (c) Employees shall be provided with access to:
 - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
 - (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 16.10 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 17).
- 16.11 Additional Conditions for North West Rail Link Community Information Centre Staff
- (a) Employees working in the North West Rail Link Community Information Centre may be required to work their ordinary hours of duty:
 - (i) between 8.20 am and 4.20 pm on a Saturday; and
 - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent.
 - (b) The ordinary hours of duty shall be worked over a two week roster cycle.

- (c) Employees shall not be required to work more than five consecutive days during the roster cycle.
- (d) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

17. Flexible Working Hours

17.1 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:

- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (j), (m) and (n) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.30 am and 6.00 pm Monday to Friday.
- (f) Coretime - The coretime shall be between the hours of 9.30 am and 3.30 pm, excluding the lunch break.
- (g) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (h) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flexleave must coincide.
- (i) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (j) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.1(l) and 17.1(o), additional hours are forfeited.
- (k) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (l) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flexleave.
- (m) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:

- (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
 - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
 - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual / extended leave.
- (n) Flexleave - Subject to operational requirements:
- (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
 - (ii) Flexleave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
 - (iii) Flexleave may be taken on consecutive working days.
 - (iv) Absences on flexleave may be combined with other periods of authorised leave.
- (o) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (n) of this subclause due to operational requirements, an Employee can bank flexleave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Director-General.

21. Overtime

21.1 General

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) Any risk to the Employee's health and safety;
 - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
 - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
- (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after the bandwidth, provided that, on the day when overtime is required to be performed, the Employee shall not be required by the Employer to work more than 7 hours after finishing overtime or before commencing overtime.

- (d) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

21.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 21.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

21.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
- (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme.
 - (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
 - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
 - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
- (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

21.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's 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 overlaps 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 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 Employer'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.

21.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
 - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
 - (ii) available outside of ordinary working hours;
 - (iii) able to be contacted immediately;
 - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
 - (v) in a fit state, free of the effects of alcohol or drugs.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 21.3 - Overtime Rates shall apply to the time worked;
- (c) 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.

21.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm 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 and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) 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.

21.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

21.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

21.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 21.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

21.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 17, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 21.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 21.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

M. J. WALTON J, *President*

Printed by the authority of the Industrial Registrar.

SERIAL C8412

AMBULANCE EMPLOYEES (STATE) INDUSTRIAL COMMITTEE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(No. IRC 821 of 2015)

Commissioner Newall

24 September 2015

ORDER

The Commission orders that:

1. The duration of the Industrial Committee, known as the Ambulance Employees (State) Industrial Committee published 7 July 2000 (316 I.G.1316), be extended for a further three years to 18 September 2018.
2. This order shall take effect on and from 19 September 2015.

P. J. NEWALL, Commissioner.

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SERIAL C8414

**PUBLIC HEALTH EMPLOYEES (STATE) INDUSTRIAL
COMMITTEE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(No. IRC 822 of 2015)

Commissioner Newall

24 September 2015

ORDER

The Commission orders that:

1. The duration of the Industrial Committee, known as the Public Health Employees (State) Industrial Committee 4 August 2000 (317 I.G.767), be extended for a further three years to 18 September 2018.
2. This order shall take effect on and from 19 September 2015.

P. J. NEWALL, Commissioner.

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA15/10 - MidCoast County Council Enterprise Agreement 2015

Made Between: Midcoast County Council (Midcoast Water) -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

New/Variation: Replaces EA12/15.

Approval and Commencement Date: Approved 16 September 2015 and commenced 1 September 2015.

Description of Employees: The agreement applies to all employees (except Senior Staff), who are employed by MidCoast County Council, located at 26 Muldoon Street, Taree NSW 2430, who fall within the coverage of the Local Government (State) Award 2014.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.