

Vol. 391, Part 7

13 May 2022

Pages 1198 – 1438



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
10-14 Smith Street, Parramatta, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 391, Part 7

13 May 2022

Pages 1198 — 1438

		Page
Awards and Determinations —		
WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2022	AIRC	1198
Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016	RIRC	1222
Crown Employees (NSW Police Force Communications Officers) Award	RIRC	1236
Crown Employees (Department of Regional NSW) Food Safety Officers Award	RIRC	1246
Crown Employees (NSW Department of Premier and Cabinet Exhibition Project Managers and Project Officers) Australian Museum Award	RIRC	1254
Crown Employees (Parliament House Conditions of Employment) Award 2015	RIRC	1268
Crown Employees Sound Reporters Award	RIRC	1335
Clothing Trades (State) Award	RIRC	1343
Local Government (State) Award 2020	VIRC	1434
INDEX FOR VOLUME 391		1436
END OF VOLUME 391 OF THE N.S.W. INDUSTRIAL GAZETTE		

WIN SPORTS AND ENTERTAINMENT CENTRES AUSTRALIAN WORKERS' UNION (STATE) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 76624 of 2022)

Before Commissioner Sloan

30 March 2022

AWARD

AWARD ARRANGEMENT

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

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

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

PART A

ALL EMPLOYEES

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

29. Secure Employment

PART B - GENERAL EMPLOYEES

- 30. Classifications
- 31. Termination of Employment
- 32. Hours of Work
- 33. Overtime and Time Off In Lieu
- 34. Meal Breaks and Allowances
- 35. First Aid Allowance
- 36. Public Holidays
- 37. Uniforms and Protective Clothing
- 38. Multi-Hiring

PART C - MANAGEMENT EMPLOYEES

- 39. Duties and Responsibilities
- 40. Remuneration
- 41. Provision of a Vehicle
- 42. Termination
- 43. Hours of Work
- 44. Confidentially
- 45. Professional Indemnity
- 46. Resources
- 47. Professional Development
- 48. Expenses

PART D - MONETARY RATES

Table 1 - Non-annualised Employees Rates of Pay

Table 2 - Casual Employees Rates of Pay

Table 3 - Annualised Employees Rates of Pay

Table 4 - Management Employees Rates of Pay

Table 5 - Other Rates and Allowances

PART A

ALL EMPLOYEES

1. Title

1.1 This award will be known as the WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2022.

2. Definitions

"Annualised Employee" means an employee receiving an annualised salary in a classification contained in Table 3 of part D - Monetary Rates, of the award.

"Employee" means a person employed by the Venues NSW Staff Agency at the WIN Sports and Entertainment Centres on an ongoing full-time, ongoing part-time, temporary or casual basis.

"General Employee" means an employee engaged in a classifications contained in Tables 1, 2 or 3 of Part D - Monetary Rates, of the award.

"Non-Annualised Employee" means an employee engaged and remunerated in a classification contained in Tables 1 or 2 of Part D - Monetary Rates, of the award.

"Management Employee" means an employee engaged in a classification contained in Table 4 of Part D - Monetary Rates, of the award.

"Union" means the Australian Workers Union, New South Wales.

"WSEC" means the WIN Sports and Entertainment Centres.

3. Parties

3.1 The parties to this award are:

- a. Venues NSW
- b. The Venues NSW Staff Agency
- c. The Industrial Relations Secretary; and
- d. The Australian Workers' Union, 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 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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 Venues NSW, the Venues NSW Staff Agency, WSEC, employees of the Venues NSW Staff Agency 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 Venues NSW Staff Agency employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the WIN Sports and Entertainment Centres."

7. Period of Operation

7.1 This award will operate from 22 January 2022 and will remain in force for a period of one year and rescinds and replaces the WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2021 published 29 May 2020 (388 I.G. 778), 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 Venues NSW Staff Agency working for the WSEC while performing the work covered by the award.

8. Terms of Engagement

- 8.1 Employees under this Award will be engaged as Ongoing (full-time or part-time), Temporary or Casual employees as defined in Section 43 of the *Government Sector Employment Act 2013*.
- 8.2 Ongoing and temporary non-annualised full-time employees, will be paid the rate of pay for the appropriate skill level as set out in of Table 1 of Part D, Monetary Rates.
- 8.3 Ongoing and temporary annualised full-time employees will be paid the rate of pay for the appropriate skill level as set out in Table 3 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 Table 3 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in clause 33 of Part B, Overtime and Time off in Lieu.
- 8.4 Ongoing and temporary non-annualised 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 non-annualised 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 8.4 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 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.
- 8.7 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.
- 8.8 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, 3 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 non-annualised or annualised salaried employee who, during a single period of relief of 5 working days or greater, 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 role 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 role.
- 9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief role 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 fortnightly 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 award 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, of this award 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, of this award.
- 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, will 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) will 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 WSEC). 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 WSEC 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 WSEC.

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 will be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.
- 15.3 Ongoing and temporary employees engaged as General Employees under Tables 1 or 3 of Part D of this award will accrue at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.

- 15.4 Annual leave loading will be paid on a pro-rata basis on each occasion an employee takes annual leave in the leave loading year, except as provided for in subclause 15.9 of this clause, up to the maximum amount specified in subclause 15.3.
- 15.5 The taking of annual leave will as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- 15.6 Under no circumstances will annual leave be allowed to accrue above the entitlement for a period of two years.
- 15.7 No employee will 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.
- 15.8 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.
- 15.9 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 will 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.
- Note: For part-time employees the entitlement under this subclause, expressed in hours, is pro-rata the entitlement of fulltime employees.
- 16.3 Such leave accrual will not apply to any long service leave that has accrued prior to 1st September 2005.

17. Sick Leave

- 17.1 A full time employee will be entitled to 10 days sick leave per year. Part-time employees will 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 will accumulate from year to year. Such accumulation will be limited to benefits up to a maximum of 100 days paid leave.
- 17.3 An employee will 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 will not be entitled to sick pay on that day nor will 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 will provide the employer with a doctor's certificate.
- 17.6 The employee, wherever possible, will, 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

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, will be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 17, 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 will, 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 will, 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 will 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.

19. Bereavement Leave

- 19.1 A full-time or part-time employee will 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.

20. Time Off In Lieu/Make Up Time/Roster Days

20.1 Time Off in Lieu of Payment of Overtime

20.1.1 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.

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

20.1.3 If, having elected to take time as leave in accordance with paragraph 20.1.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the twelve (12) month period or on termination.

20.1.4 Where no election is made in accordance with the said paragraph 20.1.1, the employee will be paid overtime rates in accordance with the award.

20.2 Make-up Time

20.2.1 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.

20.3 Rostered days off

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

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

20.3.3 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.

20.3.4 Where a dispute may arise in respect of this subclause, the disputes procedure as provided for in clause 25 of this award will be followed.

21. Parental Leave

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

21.2 Concurrent with the above unpaid leave provisions, all employees will 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

22. Jury Service

- 22.1 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.

23. Introduction of Change

- 23.1 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.
- 23.2 "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.
- 23.3 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 23.1 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.
- 23.4 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 23.1 of this clause.
- 23.5 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.

24. Classification Level and Salary Point

- 24.1 The WSEC will 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 non-annualised or annualised employee.
- 24.2 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.
- 24.3 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.

25. Disputes Procedure

- 25.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Agency, if required.
- 25.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 25.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the

- employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 25.4 The immediate manager, or other appropriate employee, will 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.
- 25.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- 25.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 25.7 If the matter remains unresolved, the Agency Head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 25.8 An employee, at any stage, may request to be represented by the Union.
- 25.9 The employee or the Union on their behalf or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 25.10 The employee, Association, Union and the industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 25.11 Whilst the procedures outlined in subclauses 25.1 to 25.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

26. Role of the Union

26.1 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:

26.1.1 Attendance at the work site.

Properly accredited officials of the union will 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 will be provided with appropriate access to employees to promote the benefits of union membership.

26.1.2 Union/Employer Co-operation.

To facilitate union membership, the WSEC will:

- a. Provide payroll deduction services for union fees. Such fees will 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 the award and the employer's policy on union membership.

26.1.3 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.

26.14 Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative will 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.

27. Consultative Committee

- 27.1 A consultative committee made up of management and the workplace union representatives will 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.
- 27.2 Minutes of each meeting will be kept and made available to the WSEC or the union if required.

28. Anti-Discrimination

- 28.1 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.
- 28.2 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.

28.3 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.

28.4 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.

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

29. Secure Employment

29.1 Work Health and Safety

29.1.1 For the purposes of this subclause, the following definitions will 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.

29.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will 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.

29.1.3 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*.

29.2 Disputes Regarding the Application of this Clause

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

29.3 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 EMPLOYEES

30. Classifications

30.1 Employees will 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.

30.2 Subject to subclause 30.1 of this clause, general employees will be advised in writing of their employment relating to the following classification structure:

30.3 LEVEL 1

30.3.1 Will 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 will be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

30.3.2 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 will be 380 hours.

30.3.3 Provided that an employee who hasn't demonstrably reached the standard of performance required by the WSEC justifying progression to Level 2, will 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 will either be terminated or they will be reclassified to a higher level or offered an alternative role.

30.4 LEVEL 2

30.4.1 Will 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.

30.4.2 A Level 2 employee will, 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

30.4.3 Indicative tasks for Level 2 will include but not be limited to:

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

30.5 LEVEL 3

30.5.1 Will 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.

30.5.2 An employee at this Level will assist with the training and development of employees at Levels 1 and 2.

30.5.3 An employee at this Level will 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 will also be a person who typically holds a trade or equivalent qualification and/or experience.

30.5.4 Indicative tasks at this level would include:

Events Employees	Grounds Building Technical Employees	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

30.6 LEVEL 4

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

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

Events Employees	Grounds Building Technical Employees	Administration & Client Support
	Typical work at this Level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Grounds Keeper	Typical work at this Level includes: Bookkeeper

30.7 Level 5

30.7.1 Will 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.

30.7.2 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.

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

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

30.8 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 role.

31. Termination of Employment

31.1 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 31.6 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).

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

31.3 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.

- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 The employment of a casual employee may be terminated by either the WSEC 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.

32. Hours of Work

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

32.1 Hours of Work (Ongoing and Temporary Employees)

32.1.1 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.

32.2 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.

32.3 Rosters (Ongoing and Temporary Employees)

32.3.1 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.

32.3.2 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.

32.4 Rosters (Casual Employees)

32.4.1 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 will be paid for half of the number of hours rostered originally.

33. Overtime and Time Off In Lieu

33.1 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 will be paid to a non-annualised full-time or part-time employee, 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

- 33.2 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 will be paid to a casual employee engaged under the provisions of Table 2 of Part D, for all hours worked in excess of 10 per shift.
- 33.3 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 5 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.
- 33.4 Non-annualised employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off will be taken at the ordinary time rate, that is an hour for each hour worked.
- 33.5 Notwithstanding subclauses 33.1, 33.2 and 33.3 of this Clause, employees engaged as annualised employees will 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) will 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 paragraph 33.5(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 will receive a 10 hour break between shifts wherever possible.
- 33.6 The employer will 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 employees or patrons of the WSEC.

34. Meal Breaks and Allowances

- 34.1 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.
- 34.2 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.

35. First Aid Allowance

- 35.1 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 5 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 or Table 3 - Rates of Pay, of the said Part D.

36. Public Holidays

- 36.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens 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 will be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.

36.1.1 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.

36.1.2 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.

36.2 Entitlement to paid absence on the Union Picnic Day will only apply to non-annualised and annualised employees who are members of the Union.

36.3 Any full-time or part-time employee who is required to work on a public holiday will 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 will receive double time and a half based on the ordinary hourly rate for the appropriate non-annualised classification.

36.4 Where the Picnic Day referred to in subclause 36.2 of this Clause falls on a bump-in, bump-out or an event day, the employer will organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

37. Uniforms and Protective Clothing

37.1 Where employees are required to wear a branded uniform they will provided free of charge.

37.2 Where items of clothing referred to in subclause 37.1 are required to be cleaned and maintained by the employee the provisions of Part D, Table 5, herein, will apply.

37.3 The WSEC commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.

37.4 The WSEC will 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 will be provided by the employee.

37.5 All uniform items, protective clothing and other tools provided by the WSEC will remain the property of the WSEC and will, 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 subclause is complied with by the employee.

38. Multi-Hiring

38.1 Employees may be separately engaged as casual employees (whether they hold non-annualised roles 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" will 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 will not apply to work where overtime would normally be performed.

38.2 An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.

- 38.3 The arrangements entered into under this clause will be mutually agreed and recorded in writing at the time.

PART C

MANAGEMENT EMPLOYEES

39. Duties and Responsibilities

- 39.1 The employee will:
- 39.1.1 Satisfactorily carry out the duties and responsibilities set out in the role description as provided to the employee upon commencement in that role;
- 39.1.2 take all necessary steps to meet the Performance Management Plan that will;
- a. promote the best interests of the WSEC; and
- b. perform all duties imposed by law.
- 39.2 The employee will assist in the implementation of decisions and policies of the WSEC.
- 39.3 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.
- 39.4 In addition, notwithstanding subclause 39.3 of this Clause, 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 role description following consultation with the employee.
- 39.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

40. Remuneration

- 40.1 The employee will be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the role description, and within the salary range as set out in Table 4 of Part D, Monetary Rates.
- 40.2 The salary paid under subclause 40.1 of this clause is compensation for all hours worked, including work on public holidays and weekends.
- 40.3 Superannuation will be based on the employee's salary, excluding the provision of a motor vehicle.

41. Provision of a Vehicle

- 41.1 An employee may be provided with a vehicle as part of their employment.
- 41.2 Where a vehicle is supplied in accordance with this clause it will 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.
- 41.3 The WSEC agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

42. Termination

- 42.1 Where an employee is to be terminated, the following notice period will apply.

- a. By the employee giving two (2) months' notice, with the Venue 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 39, 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 will constitute a medical retirement and the WSEC may consider appropriate financial retirement arrangements.
- 42.2 Upon termination of employment, the employee will immediately return all property of the WSEC to the WSEC.
- 42.3 The provisions of Clause 23, Introduction of Change, apply, notwithstanding the provisions of this Clause.

43. Hours of Work

- 43.1 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.
- 43.2 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.

44. Confidentially

- 44.1 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.
- 44.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract will remain the property of the WSEC, unless agreed in writing with Venues NSW.

45. Professional Indemnity

- 45.1 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.

46. Resources

- 46.1 The WSEC will 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 role description.
- 46.2 These resources may include the provision of a mobile phone.

47. Professional Development

- 47.1 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.
- 47.2 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 will meet all associated costs and will continue payment of full salary and benefits to the employee.

48. Expenses

- 48.1 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 role description.

PART D

MONETARY RATES

Table 1 - General Employees Non-Annualised Rates of Pay

Non-annualised 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 Non-annualised Rate 22 January 2020 \$ Per Annum	Ordinary Non-annualised Rate 22 January 2021 +0.3% \$ Per Annum	Ordinary Non-annualised Rate 22 January 2022 +2.04% \$ Per Annum
Level 1	1	44,020	44,152	45,053
Level 2	1	45,806	45,943	46,880
	2	46,363	46,502	47,451
	3	47,874	48,018	48,998
Level 3	1	49,273	49,421	50,429
	2	50,583	50,735	51,770
	3	52,924	53,083	54,166
Level 4	1	53,763	53,924	55,024
	2	55,735	55,902	57,042
	3	58,073	58,247	59,435
	4	64,422	64,615	65,933
	5	70,761	70,973	72,421
Level 5	1	76,807	77,037	78,609
	2	84,303	84,556	86,281
	3	90,860	91,133	92,992
	4	99,946	100,246	102,291
	5	109,943	110,273	112,523

Employees engaged under Table 1, above will 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 33 of Part B.

Table 2 - Casual Employees Rates of Pay

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

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

Classification	Step	Ordinary Hourly Rate 22 January 2020 \$	Ordinary Hourly Rate 22 January 2021 +0.3% \$	Ordinary Hourly Rate 22 January 2022 +2.04% \$
Level 1	1	27.76	27.84	28.41
Level 2	1	28.87	28.96	29.55
	2	29.24	29.33	29.93
	3	30.34	30.43	31.05
Level 3	1	31.07	31.16	31.80
	2	31.88	31.98	32.63
	3	33.36	33.46	34.14
Level 4	1	33.92	34.02	34.71
	2	35.16	35.27	35.99
	3	36.60	36.71	37.46

Casual employees will be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked overtime at the site. The maximum period of employment at Level 1 will 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 will progress to each Step after working 380 hours per Step.

Employees engaged under Table 2, above will 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.

JUNIOR RATES

Employees engaged as non-annualised employees or as casuals under the provisions of Table 1 or Table 2, above, who are less than 18 years of age will 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.

Provided that the scale contained above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 30 of Part B.

Table 3 - Annualised Salary Employees Rates of Pay

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 22 January 2020 \$	Salary per Annum 22 January 2021 +0.3% \$	Salary per Annum 22 January 2022 +2.04% \$
Level 1		N/A	N/A	N/A
Level 2	1	57,636	57,809	58,988
	2	58,343	58,518	59,712
	3	60,584	60,766	62,006
Level 3	1	61,997	62,183	63,452
	2	63,649	63,840	65,142
	3	66,595	66,795	68,158
Level 4	1	67,656	67,859	69,243
	2	70,131	70,341	71,776
	3	73,078	73,297	74,792
	4	81,060	81,303	82,962
	5	89,043	89,310	91,132
Level 5	1	96,651	96,941	98,919
	2	106,080	106,398	108,569
	3	114,331	114,674	117,013

Table 4 - Management Employees 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 22 January 2020 \$	Salary per Annum 22 January 2021 +0.3% \$	Salary per Annum 22 January 2022 +2.04% \$
2	Maximum	150,263	150,714	153,789
	Minimum	132,389	132,786	135,495
1	Maximum	127,890	128,274	130,891
	Minimum	119,152	119,509	121,947

Table 5 - Other Rates and Allowances

	Allowance	22 January 2021		22 January 2022	
		Ongoing/temporary Employee \$	Casual Employee \$	Ongoing/temporary Employee +2.04% \$	Casual Employee +2.04% \$
1	Laundry Allowance	17.76 Per week	1.63 Per shift	18.12 Per week	1.66 Per shift
2	Meal Allowance	12.92	12.92	13.18	13.18
3	First Aid Allowance	3.33 Per shift	3.33 Per shift	3.40 Per shift	3.40 Per shift
4	Offensive Matter Cleaning Allowance	4.15 Per day	4.15 Per shift	4.23 Per day	4.23 Per shift
5	Leading Hand Allowance				
	3 to 10 employees	44.20 Per week	1.39 Per hour	45.10 Per week	1.42 Per hour
	11 to 20 employees	52.48 Per week	1.73 Per hour	53.55 Per week	1.76 Per hour
	More than 20 employees	62.97 Per week	2.07 Per hour	64.25 Per week	2.11 Per hour

D. SLOAN, *Commissioner*

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 169007 of 2021)

Before Commissioner Sloan

20 September 2021

REVIEWED AWARD

Arrangement

PART A

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

PART B

MONETARY RATES

Table A - Salaries

PART A

1. Title

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

2. Definitions

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

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

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

"Chief Executive Officer" means the Chief Executive Officer of the Botanic Gardens Greater Sydney, the Chief Executive Officer Greater Sydney Parklands and the Chief Executive Officer of the Sydney Olympic Park Authority.

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

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

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

3. Classification Standards

3.1 For the purposes of this clause:

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

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

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

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

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

Level 1

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

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

Level 2

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

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
 - (ii) communicate with supervisors and other employees; and/or
 - (iii) communicate non-technical information to the public.

Level 3

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

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

Level 4

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

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

- (iv) communicate with supervisors and other employees and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

Level 5

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

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

Level 6

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

- (a) work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade or stores management level and exercise initiative with regard to matters of minor complexity; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
 - (i) perform advanced trade level horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) maintain security or law enforcement in high risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) supervise apprentices and/or other employees; and
 - (v) communicate with supervisors and other employees; and/or
 - (vi) communicate semi-technical information to the public.

Level 7

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

- (a) work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team leader of a small team of employees (normally less than 6 employees) supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other employees and/or the public.

Level 8

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

- (a) work independently on assigned specialist work and/or lead a work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of employees (normally more than 5 employees) supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) document and communicate technical data and information to employees and/or the public.

Level 9

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

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and

- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) manage works programs or projects; and
 - (ii) supervise employees; and
 - (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 10

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

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

Level 11

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

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:

- (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
- (ii) supervise employees; and
- (iii) be accountable for meeting agreed standards, time frames and budgets; and
- (iv) provide advice on technical matters and/or communicate technical information to the public.

Level 12

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

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

Level 13

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

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

- (v) represent the organisation.

Level 14

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

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

Level 15

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

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

4. Progression

- 4.1 Assignment to vacant roles, other than progression through broad banded positions, must be merit-based.
- 4.2 Progression through levels where there are broad banded roles established within Levels 2 to 15 must be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating

the ability to perform the tasks defined for the next level and where those tasks are required to be performed.

- 4.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded role must normally be undertaken one month prior to the anniversary of the employee's assignment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Chief Executive Officer.
- 4.4 The initial assessment must be made by the employee's supervisor and reviewed by another more senior officer from the Administrative Unit. Once this has been undertaken the assessment is forwarded to the Chief Executive Officer or the Chief Executive Officer's nominee for approval. An Assessment Committee will be convened only in cases where the assessing officers recommend not to approve the employee's progression. In such cases the Assessment Committee will convene within one month of the assessing officer's decision and will review the decision and make recommendations to the Chief Executive Officer regarding the employee's suitability for progression.
- 4.5 Progression from Year 1 to Year 2 within levels will be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Chief Executive Officer or the Chief Executive Officer's nominee. The assessment of the employee's suitability for incremental progression will normally be undertaken one month prior to the anniversary of their assignment to their current level. The employee must be promptly notified in writing by the Chief Executive Officer or the Chief Executive Officer's nominee of any decision to defer payment of an increment.
- 4.6 An employee will have the right of internal appeal to the Chief Executive Officer on progression matters through the established grievance procedures as set out in clause 5 - Appeals Mechanism. If the matter cannot be resolved through this process, the employee may apply to the Chief Executive Officer to appoint another Assessment Committee, whose representatives differ from the original committee, to review the matters raised and to make recommendations to the Chief Executive Officer.
- 4.7 Nothing in this clause will preclude an employee from exercising their right, where applicable, of an external appeal to the Industrial Relations Commission of New South Wales.

5. Appeals Mechanism

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

6. Salaries

- 6.1 The salaries rates are set out in Table A of Part B, Monetary Rates of this Award.

- 6.2 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement Award.

7. Hours of Work

- 7.1 The ordinary working hours will be an average of 38 per week and be worked in accordance with the following provisions for a four-week work cycle:
- (a) the ordinary working hours will be worked as twenty-day, four week cycle, Monday to Sunday, inclusive, with nineteen working days of eight hours each. These hours will be between 6:00 a.m. and 6:00 p.m., except in the case of Rangers, whose spread of hours will be 6:30 a.m. to 10:00 p.m. 0.4 of one hour on each day worked will accrue as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
 - (b) the day off will in all cases be on a rostered basis and be subject to management's prerogative to best suit the working needs of the organisation.
- 7.2 The Administrative Unit may require an employee to perform duties beyond the hours determined under this clause but only if it is reasonable for the employee to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors must be taken into account:
- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to employee health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (d) the notice (if any) given by the Administrative Unit regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (e) any other relevant matter.

8. Conditions of Employment

The employees regulated by this Award will be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2021) Award* or any Awards replacing these Awards.

9. Grievance and Dispute Settling Procedures

- 9.1 All grievances and disputes relating to the provisions of this Award must initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Administrative Unit, if required.
- 9.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 9.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977* that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive Officer or delegate.

- 9.4 The immediate manager, or other appropriate officer, must convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 9.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager must respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive Officer.
- 9.6 The Chief Executive Officer may refer the matter to the Secretary for consideration.
- 9.7 If the matter remains unresolved, the Chief Executive Officer must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The employee or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Administrative Unit and the Secretary must agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in sub-clauses 9.1 to 9.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty must continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work must proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

10. Deduction of Union Membership Fees

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

11. Consultative Committee

- 11.1 A Joint Consultative Committee will be established to monitor the implementation of this Award.

- 11.2 The committee must consist of a representative of management and a representative of the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the latter chosen at the Association's discretion.

12. Anti-Discrimination

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

13. Area, Incidence and Duration

- 13.1 This Award applies to all classifications referred to in the Area, Incidence and Duration clause of the former Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 20016 and also to the classification of Purchasing/Stores Officer, Botanic Gardens Greater Sydney, and Purchasing/Stores Officer, Australian Native Botanic Gardens, Mount Annan.
- 13.2 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016 published 17 April 2020 (387 I.G. 689), as varied.
- 13.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359), take effect on and from 20 September 2021.

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

PART B

MONETARY RATES

Table A - Salary Rates

Classification	Common Salary Point	2.04% increase effective from the first full pay period on or after 1 July 2021 Per Annum \$
Horticultural Apprentice Year 1	-	29,607
Horticultural Apprentice Year 2	-	39,476
Horticultural Apprentice Year 3	-	49,346
Horticultural Apprentice Year 4	27	55,922
Level 1	15	48,677
Level 2, Year 1 (Minimum)	23	54,049
Level 2, (Maximum)	26	55,476
Level 3 Year 1, (Minimum)	30	57,461
Level 3, (Maximum)	34	59,508
Level 4, Year 1, (Minimum)	38	61,687
Level 4, (Maximum)	41	63,544
Level 5, Year 1, (Minimum)	45	65,793
Level 5, (Maximum)	48	67,552
Level 6, Year 1, (Minimum)	51	69,445
Level 6, (Maximum)	54	71,369
Level 7, Year 1, (Minimum)	57	73,393
Level 7, (Maximum)	60	75,588
Level 8, Year 1, (Minimum)	63	77,979
Level 8, Maximum	67	81,158
Level 9, Year 1, (Minimum)	71	84,339
Level 9, (Maximum)	75	87,493
Level 10, Year 1, (Minimum)	78	90,253
Level 10, (Maximum)	81	92,788
Level 11, Year 1, (Minimum)	89	100,431
Level 11, (Maximum)	95	106,672
Level 12, Year 1, (Minimum)	109	122,494
Level 12, (Maximum)	112	126,120
Level 13, Year 1, (Minimum)	115	129,819
Level 13, (Maximum)	118	133,712
Level 14, Year 1, (Minimum)	121	137,826
Level 14, (Maximum)	124	142,087

Level 15, Year 1, (Minimum)	127	146,734
Level 15, (Maximum)	130	151,609

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW POLICE FORCE COMMUNICATIONS OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 194431 of 2021)

Before Commissioner Sloan

20 September 2021

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	No Extra Claims
3.	Definitions
4.	Salaries
5.	Appointments
6.	Transitional Arrangements
7.	Hours
8.	Shift Rosters
9.	Flexible Rosters
10.	Car Parking - Sydney Police Centre Only
11.	Provision of Taxis
12.	Part-time Employment
13.	Special Operations
14.	Recreation Leave
15.	Notice of Absence
16.	Training and Development
17.	Introduction of New Technology
18.	Introduction of Change
19.	Disputes/Grievance Settlement Procedure
20.	Communications Officers Consultative Committee
21.	Deduction of Union Membership Fees
22.	Anti-Discrimination
23.	Secure Employment
24.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. No Extra Claims

- 2.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there may be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.
- 2.2 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.

3. Definitions

- 3.1 "Officer" unless otherwise specified, means and includes all persons employed by the NSW Police Force who, as of 1 January 1999, were occupying a position of Communications Officer, Senior Communications Officer, Shift Co-ordinator and Radio and Communications Operator (as defined) or who, after that date, were appointed to such a position.
- 3.2 "Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.
- 3.3 "NSW Police Force" or "the Force" means the NSW Police Force established by the *Police Act* 1990.
- 3.4 "Communications Officer" means all officers employed at dedicated communications centres including those located at Sydney, Newcastle, Oak Flats, Tamworth and Penrith, who provide telephone, radio and other communications services.
- 3.5 "Senior Communications Officer" means any Communications Officer in receipt of (at least) the fourth year increment of Communications Officer and who has been selected and appointed to a vacant position of Senior Communications Officer in accordance with the provisions of subclause 5.6 of clause 5, Appointments, of this award.
- 3.6 "Shift Co-ordinator" means a person who has been selected and appointed to a position of Shift Co-ordinator.
- 3.7 "Trainee" refers to those persons undergoing appropriate training leading to confirmation of appointment as a Communications Officer.
- 3.8 "Radio and Communications Operator" means those persons who, at 1 January 1999, were classified as Radio and Communications Operators under the provisions of the Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award published 14 June 1996 (293 I.G. 233) and who do not meet the competency requirements for progression to Communications Officer fourth and fifth year.
- 3.9 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.10 "Service" means continuous service. Future appointees will be deemed to have the years of service indicated by the rates of pay at which they are appointed.

4. Salaries

- 4.1 The salaries under this award are payable to staff members appointed to or performing the duties of any of the positions or classifications listed in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 4.2 The salaries payable are prescribed in Table 1 - Salaries
- 4.3 The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2021) Award or any variation or any replacement award.

- 4.4 Any other allowance applying to classifications in Table 1 which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases.

5. Appointments

- 5.1 Officers and persons applying for positions as Communications Officers will be required to successfully complete a Communications Officer training course. The length and content of the training course will be as determined from time to time by the Commissioner or delegate. Alternatively, an officer may be appointed directly to the position of Communications Officer without having to complete a Communications Officer training course or may only be required to complete an abridged training course. In such cases the Commissioner or delegate must be satisfied that it is not necessary for an officer to complete the full Communications Officer's training course, having regard to the officer's prior experience, knowledge and skills.
- 5.2 Officers and persons appointed as Trainee Communications Officers will be paid the Trainee's salary rate, as set out in Table 1 - Salaries, of Part B, Monetary Rates, until such time as they successfully complete the required Communications Officer training course. The maximum period allowed for the completion of the training course will be three months unless the Commissioner or delegate is satisfied that, due to unforeseen circumstances, an extension of the training period beyond three months is justified. Provided that officers formerly classified as:
- (a) members within the terms of the *Police Act 1990*; and/or
 - (b) officers within the terms of the *Government Sector Employment Act 2013*; and/or
 - (c) persons with appropriate communications experience, will receive the salary recommended by any selection panel and agreed to by the Commissioner or his/her delegate until such time as they successfully complete the required Communications Officer's training course for the period and under the conditions described earlier in this subclause. Provided further that where officers referred to in paragraphs (a), (b) and (c) of this subclause were formerly in receipt of a salary which is less than the Trainee's salary rate, then those officers will receive the Trainee's salary rate for the period and under the conditions described earlier in this subclause.
- 5.3 Officers and persons selected for a position of Communications Officer and who complete the required Communications Officer course, and thus are eligible for actual appointment to such a position, will upon such appointment progress to the first year of the Communications Officer salary scale. Provided that officers and persons covered under paragraphs (a), (b) and (c) of subclause 5.2 will be permitted to incrementally progress to the next increment under the Communications Officer salary scale at the completion of 12 months service, provided they satisfy any such other criteria for such progression.
- 5.4 For the purpose of incremental progression the increment date for officers in receipt of the Trainee rate of pay will be the date of progression from the position of Trainee to a position as a Communications Officer.
- 5.5 Incremental progression through each classification covered by this award will be subject to the completion of 12 months service on the previous increment and the Commissioner or delegate being satisfied as to the conduct and service of the officer. Provided that further incremental progression from Communications Officer third year to Communications Officer fourth year will be subject to the officer:
- (a) participating in the competency based training of newly appointed Trainees and Communications Officers; and
 - (b) participating in any training required for personal professional development and for the training of newly appointed Trainees and Communications Officers; and
 - (c) being prepared to relieve in Senior Communications Officer positions as required; and
 - (d) having completed a minimum of two years' service as a Communications Officer; and

- (e) satisfying the Commissioner or his/her delegate that the value of the work performed, the results achieved and the manner in which the duties are performed warrant such progression.
- 5.6 Appointment of persons to a position of Senior Communications Officer will be subject to the occurrence of a vacancy and selection under the principles of merit based promotion. Persons eligible for appointment as a Senior Communications Officer will be limited to:
- (a) Communications Officers who have at least attained the fourth year increment and have completed the Senior Communications Officer training course; or
 - (b) Officers employed under the *Police Act 1990* or the *Government Sector Employment Act 2013* who, in the opinion of the Commissioner or his/her delegate, possess skills and qualifications equivalent to those in paragraph (a) of this subclause.
- 5.7 Promotion to Shift Co-ordinator will be by way of merit selection on the occurrence of a vacancy.

6. Transitional Arrangements

The following transitional arrangements will apply to officers employed as Radio and Communications Operators under the provisions of the former Crown Employees (Police Service of New South Wales Radio and Communications Operators) Award as at 1 January 1999.

- 6.1 Officers classified as Radio and Communications Operators first to third year will be reclassified as Communications Officers.
- 6.2 The officers referred to in subclause 6.1 of this clause will retain the same increment level and date in the new salary/classification scale.
- 6.3 Officers classified as Radio and Communications Operators fourth and fifth year will be reclassified as Communications Officers provided they meet the competency requirements for progression to Communications Officer fourth and fifth year as prescribed by subclause 5.5 of clause 5, Appointments.
- 6.4 The officers referred to in subclause 6.3 will retain the same increment date and level in the new salary/classification scale.
- 6.5 Officers classified as Radio and Communications Operators who do not meet the competencies required for progression to Communications Officer fourth and fifth year will be entitled to receive the salaries, and progress incrementally, in accordance with the salaries prescribed for Radio and Communications Operator in Table 1 - Salaries, of Part B, Monetary Rates, of this award.
- 6.6 Where officers referred to in subclause 6.5 of this clause subsequently attain the competencies required for progression to Communications Officer fourth and fifth year, they will be reclassified in accordance with the provisions of subclauses 6.3 and 6.4. For the purpose of this subclause the date of reclassification will be the date of attainment of the requisite competencies, as certified by the Commissioner or his/her delegate.

7. Hours

Hours of work will be an average of 35 per week.

8. Shift Rosters

Except as provided in clause 9, Flexible Rosters, shifts will generally be of eight hours duration (seven hours duty plus one hour meal break). Where agreement is reached between the relevant Commander and officers at a particular location the meal break may be reduced from one hour to a minimum of 30 minutes. Subject to proper consultation, the starting and finishing times of shifts and the method of shift rostering may be varied.

9. Flexible Rosters

- 9.1 Notwithstanding clause 8, Shift Rosters, the parties agree that where 65 per cent of officers at a particular location and the relevant Centre Manager agree, flexible rosters may be introduced. This may involve changes to the current shift lengths, the starting and finishing times of shifts and/or the current rosters.
- 9.2 The conditions of flexible rostering will be as agreed between the parties, but will, to the greatest extent possible, reflect the terms and conditions of the flexible rostering provisions as applied to non-commissioned police officers.
- 9.3 Provided that shifts will not be less than five hours duty or greater than 12 hours duty plus a meal break.
- 9.4 Provided further that there will be a minimum of eight hours free of duty between rostered shifts. This requirement will not apply on shift changeover days. However, on such days the maximum break possible will be granted.

10. Car Parking - Sydney Police Centre Only

Every effort will be made to provide car parking facilities for officers commencing a rostered shift at or after 6.00 p.m. and before 11.00 p.m. and for employees finishing a rostered shift after 11.00 p.m. and before 6.00 a.m.

11. Provision of Taxis

- 11.1 Cabcharge dockets will be available to officers on the same basis as outlined in clause 100, Provision of Transport in Conjunction with Working of Overtime, of the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.
- 11.2 Additionally, and to facilitate the progressive build-up and/or reduction of staffing levels to meet workload variations, officers whose rostered shifts commence after 11.00 p.m. and before 7.00 a.m. or whose rostered shifts finish after 11.00 p.m. and before 7.00 a.m. may, where circumstances are such as to warrant such provisions, be provided with a cab charge docket for the journey to or from work and their usual residence.
- 11.3 Subject to their direction of travel, two or more officers may be required to share a taxicab when travelling to and/or from work.
- 11.4 The provision of taxi transport is only to apply to shift workers who normally use public transport for travel to and from work. Accordingly, at some locations where public transport is not normally available, there will not be any scope for taxi transport to be provided and officers will be fully responsible for transporting themselves to and from work.
- 11.5 The parties recognise that the purpose of the provision of taxi transport is to ensure the safety of officers where public transport which is normally available for use is either not available or is not reasonably available and to facilitate the working of unusual shifts.

12. Part-Time Employment

- 12.1 The parties agree that permanent part-time work may be implemented under the guidelines issued by the Secretary, Department of Premier and Cabinet.
- 12.2 The parties further agree that part-time Communications Officers may be engaged on the proviso that any officers so engaged are fully trained and accredited.
- 12.3 The employment of existing full-time Communications Officers will not be prejudiced by the employment of any part-time Communications Officer.

13. Special Operations

Communications Officers may be utilised on special operations, mobile field radios, etc., as circumstances require.

14. Recreation Leave

As a general principle, recreation leave including additional leave will be applied for in advance. Officers may apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.

15. Notice of Absence

- 15.1 The parties recognise the inevitability of an officer's occasional inability to attend for duty at short notice. The parties recognise further that any such occurrence will be beyond the control of the officer concerned.
- 15.2 In the interest of efficiency and in recognition of the integrity of officers, as much notice as possible will be given by officers of any inability to attend for duty, consistent with clause 20, Notification of Absence from Duty, of the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009.

16. Training and Development

- 16.1 The NSW Police Force will provide comprehensive training programs for Communications Officers and for those occupying promotional positions.
- 16.2 All officers will be actively encouraged to participate in other staff development courses to enhance their own development and individual competencies.

17. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of Communications Officers.

18. Introduction of Change

The parties agree to co-operate fully through the Communications Officers' Consultative Committee in the implementation and/or trialling of change in respect of the employment or organisation of Communications Officers with the objective of ensuring the most efficient, effective and productive use of resources.

19. Disputes/Grievance Settlement Procedure

- 19.1 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award will be dealt with in the manner prescribed below:
 - 19.1.1 Where a dispute/grievance arises at a particular work location, discussions including the remedy sought should be held as soon as possible, and in any event within two working days of such notification, between the officer(s) concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - 19.1.2 Failing resolution of the issue, further discussions will take place as soon as possible, and in any event within two working days of such failure, between the individual officer(s) and at their request the local Association delegate or workplace representative and the relevant Commander.
 - 19.1.3 If the dispute/grievance remains unresolved the officer(s) local delegate or workplace representative or the relevant Commander may refer the matter to the Commander, Communications & Security Command for discussion with the Association. Those

discussions should take place as soon as possible and in any event within two working days of such referral.

- 19.1.4 If the dispute is not resolved at that stage the matter is to be referred to the NSW Police Force, Workforce Relations & Reform Unit who will assume responsibility for liaising with senior executive members of the Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
- 19.1.5 During the process outlined above, the status quo will be maintained.
- Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate supervising officer the notification may occur to the next appropriate level of management, including where required, to the Commissioner of Police or delegate.
- The matter will only be referred to the Industrial Relations Commission of New South Wales if -
- (a) the final decision of the Commissioner of Police does not resolve the dispute/grievance; or
 - (b) the final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Workforce Relations & Reform Unit, or other agreed time frame.
- 19.1.6 At no stage during a dispute that specifically relates to this award may any stoppage of work occur or any form of ban or limitation be imposed.
- 19.1.7 Safety Issues - Procedure - In cases where a dispute is premised on an issue of safety, consultation between the Association and the Workforce Relations & Reform Unit should be expedited. The status quo will remain until such matter is resolved.
- 19.1.8 General - The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 19.1.9 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 19.1.10 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented and that the procedures are followed promptly.

20. Communications Officers Consultative Committee

- 20.1 It is intended for the purpose of this award to establish a forum within which matters concerning the formation of policy and procedures may be addressed.
- 20.2 The parties agree that members of the Committee should include representatives from the Communications & Security Command, Management from regional Radio Operations Centres, a representative of the Association and up to four delegates including two delegates from regional Radio Operations Centres.
- 20.3 This Committee will meet on a needs basis within one week at the request of either party, or other agreed time frame.

21. Deduction of Union Membership Fees

- 21.1 The Association will provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

- 21.2 The Association will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable should be provided to the employer at least one month in advance of the variation taking effect.
- 21.3 Subject to subclauses 21.1 and 21.2 above, the employer will deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.
- 21.4 Monies so deducted from the employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- 21.5 Unless other arrangements are agreed to by the employer and the Association, all Association membership fees will be deducted on a fortnightly basis.
- 21.6 Where an employee has already authorised the deduction of Association membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

22. Anti-Discrimination

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

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."

23. Secure Employment

23.1 Work Health and Safety

23.1.1 For the purposes of this subclause, the following definitions will 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.

23.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will 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.

23.1.3 Nothing in this subclause 23.1 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*.

23.2 Disputes Regarding the Application of this Clause

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

23.2.2 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.

24. Area, Incidence and Duration

- 24.1 This award will apply to Communications Officers employed by the NSW Police Force. Except where inconsistent with this award the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.
- 24.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Force Communications Officers) Award published 22 May 2020 (388 I.G. 702), as varied.
- 24.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 September 2021.
- 24.4 Changes made to this award subsequent to it being published on 21 May 2014 (344 I.G. 537) have been incorporated into this award as part of the review.
- 24.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

Effective from the beginning of the first full pay period to commence on or after 1 July 2021.

Classification	Per Annum \$
Communications Officer	
Trainee	59,990
1st year	62,839
2nd year	66,298
3rd year	68,246
4th year	72,077
5th year	74,117
Senior Communication Officer	
1st year	78,736
2nd year	81,158
Shift Co-ordinators	
1st year	87,493
2nd year	90,253
3rd year	93,791
4th year	96,540
Radio and Communications Operators	
4th year	70,151
5th year	72,077

D. SLOAN, *Commissioner*

(1647)

SERIAL C9450

CROWN EMPLOYEES (DEPARTMENT OF REGIONAL NSW) FOOD SAFETY OFFICERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 128238 of 2021)

Before Commissioner Sloan

27 September 2021

REVIEWED AWARD

PART A

Arrangement

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

PART A

- | | |
|-----|---|
| 1. | Title |
| 2. | Parties to the Award |
| 3. | Definitions |
| 4. | Coverage |
| 5. | Grading and Evaluation of Roles |
| 6. | Scope of Employment |
| 7. | Savings of Rights |
| 8. | Salaries |
| 9. | Conditions of Employment - General |
| 10. | Employment of Food Safety Officers |
| 11. | Salary Progression |
| 12. | Performance and Competency Standard Development |
| 13. | Competency Assessment Panel |
| 14. | Appeals |
| 15. | Consultative Arrangements |
| 16. | Multi-Skilling |
| 17. | Anti-Discrimination |
| 18. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Food Safety Officer - Progression Requirements

1. Title

This Award will be known as the Crown Employees (Department of Regional NSW) Food Safety Officers Award.

2. Parties to the Award

The parties to this Award are the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Definitions

- (a) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (b) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (c) "Department" means - The Department of Regional NSW,
- (d) "Food Safety Officer" means - a staff member employed by the Department in the capacity of Food Safety Officer.
- (e) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (f) "Industrial Relation Secretary" means - the Secretary of the Department of Premier and Cabinet, or as otherwise specified in Schedule 1 of the *Government Sector Employment Act 2013*.
- (g) "Job Evaluation" means - an accredited job evaluation system used to grade roles in the Department.
- (h) "National Food Safety Standards" means - uniform food hygiene and safety regulations set out in the Food Standard Code to ensure a nationally consistent approach to food safety.
- (i) "Normal Work", means - the duties, responsibilities and capabilities contained in the role description of a staff member, or staff members, at the time a grievance, dispute or difficulty is notified within the Department.
- (j) "Role" means - a staff member employed in a role as defined in the *Government Sector Employment Act 2013*, *Government Sector Regulation 2014* and *Government Sector (General) Rules 2014*.
- (k) "Secretary" means - the Secretary of the Department of Regional NSW.
- (l) "Temporary Employee" means - a person employed on a temporary basis.

4. Coverage

The provisions of this Award apply to staff members employed in the Department in the capacity of Food Safety Officer.

5. Grading and Evaluation of Roles

Roles will be graded and evaluated from time to time in the following circumstances:

- (a) Where the nature of the role is significantly changed or where a new role is created.
- (b) Where a role falls vacant and the Secretary seeks to determine whether it is necessary to evaluate the role prior to advertising the vacancy.
- (c) At the request of any party to this Award, or staff member under the Award, provided that the role(s) have not been reviewed for grading for at least (12) twelve months prior to the request.

6. Scope of Employment

- (a) Employment will be either on an ongoing full time or ongoing part time basis.
- (b) Temporary employees may be employed from time to time should the need arise.

7. Savings of Rights

No staff member of the Department will suffer a reduction in his or her salary or any loss or diminution in his or her conditions of employment at the time of or as a consequence of the making of this Award.

8. Salaries

- (a) Staff members will be assigned to a role in one of the grades outlined in Table 1 of Part B, Monetary Rates, of this Award.
- (b) The rates of pay set out in Table 1 do not include payment for annual leave loading.
- (c) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B, Table 1, of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.

9. Conditions of Employment - General

Except as otherwise provided in this Award, the provisions of:

- (a) The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement Award; and
- (b) The Crown Employees (Transferred Employees Compensation) Award 2009 or any variation or replacement Award will apply; and
- (c) Conditions of employment other than those fixed by this Award are determined by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.

10. Employment of Food Safety Officers

- (a) Except as provided in subclause (b) of this clause, staff members will be employed with a commencement salary at the first salary point in the grade of the role to which they are assigned.
- (b) The Secretary may employ a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (i) The person's skills, experience and qualifications,
 - (ii) The rate required to attract the person, and
 - (iii) The remuneration of existing staff performing similar work.
- (c) Except for deemed qualifications upon transition to the Award in 2002, the essential qualifications for employment covered by this Award will be a tertiary qualification, relevant to the role the person is to be employed in by the Department, in Food Science, Environmental Health, Aquatic or Animal Health, Law, Investigations or appropriate qualification combined with relevant industry experience (as determined by the Secretary).

11. Salary Progression

There will be 6 levels of Food Safety Officer, with salary levels as prescribed in Table 1.

- (a) Progression within each grade will be by annual increment, provided the manager is satisfied with the conduct and manner of performance of the staff member and the requirements of the staff member's Performance Development Plan have been satisfied.
- (b) The Secretary may approve the accelerated progression of a staff member through the incremental scale for the role occupied by the staff member, in accordance with assessments made through their Performance Development Plan.
- (c) There will be competency barriers for progression from Trainee Food Safety Officer (Food Safety Officer Grade 1) to Food Safety Officer (Food Safety Officer Grade 2), and from Food Safety Officer to Senior Food Safety Officer (Food Safety Officer Grade 3)
- (d) Employment of a Food Safety Officer above Grade 3 will be subject to comparative assessment and the role being advertised externally.

12. Performance and Competency Standard Development

- (a) The parties to this Award will participate in ongoing discussions to further develop the staff members covered by the Award. The Secretary will provide training and work opportunities for staff development.
- (b) The parties will participate in:
 - (i) Development and review of the Department's Performance Development Plan.
 - (ii) Discussion and review of the qualifications, requirements and competencies detailed variously in clause 10, Employment of Food Safety Officers, clause 11, Salary Progression and Schedule 1 to this Award to ensure that they conform with national food safety standards as they change and develop from time to time. These discussions will continue as a matter of priority.

13. Competency Assessment Panel

A Competency Assessment Panel will be formed consisting of the relevant executive, the unit Manager of the staff member to be assessed and a Senior Technical Officer from within the Department. The Panel will assess competency of staff members seeking progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer.

14. Appeals

- (a) A staff member, who fails to satisfy the requirements of the competencies for progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer, as determined by the Competency Assessment Panel, may appeal the decision of that panel.
- (b) The staff member, following the decision of the competency assessment panel, may lodge an appeal in writing with the Secretary or delegate within ten (10) working days of the panel advising the staff member of its decision. The appeal must set out the grounds for the appeal.
- (c) The Secretary or delegate will convene an Assessment Appeals Panel within ten (10) working days of an appeal being lodged and advise the staff member of the members of the panel.
- (d) The Assessment Appeals Panel will allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Secretary or delegate will advise the staff member of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

15. Consultative Arrangements

The parties agree to continue consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction. The parties will consult on such issues as training and development, work environment, restructuring, job evaluation, performance management, succession planning, multi-skilling, and cross training in different food commodities. Consultation on these matters should occur as close as possible to the source.

16. Multi-Skilling

The parties to the Award recognise that multi-skilling is a condition of this Award. The parties agree that Food Safety Officers will undertake training and development activities as provided by the Department from time to time.

17. Anti-Discrimination

- (a) 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, transgender identity, marital or domestic status, disability, responsibilities as a carer, homosexuality, HIV/AIDS infected or age.
- (b) 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.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons 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 any State or federal jurisdiction.
- (e) 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 staff members 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."

18. Area, Incidence and Duration

- (a) This Award applies to staff members employed by the Department in the capacity of Food Safety Officer.
- (b) The members of staff regulated by this Award will be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector (General) Rules 2014* the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any replacement awards.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Department of Industry) Food Safety Officers Award* published 21 February 2020 (386 I.G. 698), as varied.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 September 2021.
- (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.

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

Food Safety Officers			
Classification and Grades		Common Salary Point	First pay period on or after the 1.7.2021 Per annum 2.5% \$
Grade 1	Year 1	-	67,273
	Year 2	-	69,199
	Year 3	55	72,077
Grade 2	Year 1	-	76,430
	Year 2	-	83,116
	Year 3	82	93,791
Grade 3	Year 1	-	100,918
	Year 2	-	104,535
	Year 3	98	110,064
Grade 4	Year 1	-	114,933
	Year 2	-	118,908
	Year 3	111	124,901
Grade 5	Year 1	116	131,094
	Year 2	120	136,652
Grade 6	Year 1	126	145,211
	Year 2	130	151,609

SCHEDULE 1

Food Safety Officer - Progression Requirements

The current NSW Food Authority training program assesses and documents staff competencies. A Competency Assessment Panel will consider the following progression criteria.

The provisions of clauses 12 and 13 of this Award will apply in relation to progression requirements.

Progression from Trainee Food Safety Officer (FSO 1) to Food Safety Officer (FSO 2):

- (a) Tertiary qualifications in Food Science or appropriate qualifications combined with relevant industry experience (as determined by the Secretary),
- (b) Tertiary qualifications in Environmental Health, Aquatic or Animal Health or appropriate qualifications with relevant industry experience (as determined by the Secretary) in respect of the Shellfish Unit.
- (c) Demonstrated knowledge of industry and technology and in respect of Compliance, two or more years' experience in auditing at least two commodity sectors covered by the Food Safety Schemes in the Food Regulation 2015.
- (d) Working knowledge of relevant Codes of Practice, Acts and Regulations, and Procedure Manuals.
- (e) Demonstrated knowledge of NSW Food Authority licensing system.
- (f) Good written and verbal communication skills and ability to communicate at various levels to advise, guide, explain and motivate industry personnel.
- (g) Driver's Licence.
- (h) Competence in the use of computers for preparation of reports and for electronic communication (word processing, Excel, Internet, e-mail, and, in respect of the Shellfish Unit, Access).
- (i) Demonstrated ability to conduct Food Safety Audits and Inspections
- (j) Demonstrated ability to design and implement environmental monitoring programs in shellfish harvesting areas in respect of the Shellfish Unit.
- (k) Completed Food Safety Auditor's Course and meets auditor certification criteria
- (l) Completed recognised training in one or more of the following areas in respect of the Shellfish Unit: geographic information systems (GIS), hydrology, depuration systems, epidemiology, marine algal biotoxins, virology or related disciplines.
- (m) Demonstrated capacity to organise time and work with minimal supervision.
- (n) Satisfactory completion of HACCP based training.

Progression from Food Safety Officer (FSO 2) to Senior Food Safety Officer (FSO 3):

- (a) High level of technical understanding of food safety issues.
- (b) Detailed knowledge of Codes of Practice, Acts and Regulations and the intent of legislation.
- (c) Capacity to provide advice, training and education to industry and applicants.
- (d) High level of verbal and written communication skills.
- (e) Proven ability to provide comment or advice to NSW Food Authority on topical food safety issues.

- (f) Demonstrated ability to conduct investigations, collect evidence, conduct prosecutions, and gather information for reports.
- (g) Capacity to act as Lead Auditor in audits and make decisions on a range of technical matters
- (h) Capacity to interpret results of environmental monitoring programs (microbiological, phytoplankton, heavy metal and pesticide) and make decisions on related technical issues in respect of the Shellfish Unit.
- (i) Ability to provide constructive advice and guidance to Trainee Food Safety Officers and Food Safety Officers in a team environment.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) EXHIBITION PROJECT MANAGERS AND PROJECT
OFFICERS) AUSTRALIAN MUSEUM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 168567 of 2021)

Before Commissioner Sloan

20 September 2021

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Progression from level 5 to 6: Assessment Procedures
5.	Hours of work
6.	Overtime
7.	Anti-Discrimination
8.	Grievance and Dispute Resolution Procedures
9.	Consultative Committee
10.	Conditions of Employment
11.	Required Skills
12.	Training Commitment
13.	Work Arrangements
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

- Attachment 1 - Nominated Organisational Skills
- Attachment 2 - Nominated Exhibition Skills
- Attachment 3 - General Fundamental Exhibition Skills
- Attachment 4 - Specific Fundamental Exhibition Skills
- Attachment 5 - Skills Listing - Exhibition Project Officer
Level 2 - 5
- Attachment 6 - Skills Listing - Exhibition Project Officer
Level 6 - 8
- Attachment 7 - Training Arrangements

2. Definitions

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

"Agency Head" means the Director and Chief Executive Officer of the Australian Museum.

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

"Department" means the NSW Department of Premier and Cabinet.

"Department Head" means the Secretary of the NSW Department of Premier and Cabinet.

"Director" means a divisional Director of the Australian Museum.

"Industrial Relations Secretary" means the Secretary of the NSW Department of Premier and Cabinet as defined in s49 of the Act.

"Exhibition Project Officer Level 1" means an employee appointed as such and engaged in routine exhibition projects under general supervision of a more senior Project Officer; and who possesses a trade certificate in areas of Carpentry/Joinery, Cabinet Making, Electronics, Radio Technology or equivalent plus a minimum of five years' experience in a relevant field of exhibition production; or who possesses a recognised degree, diploma in Art/Communication, Architecture, Applied Arts, Design (Industrial, Interior, Graphic), Engineering or qualifications deemed equivalent; or who has relevant work experience of not less than nine years.

"Exhibition Project Officer Level 2 - 5" means an employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 5 and who possesses at least minimum qualifications required for Project Officer Level 1.

"Exhibition Project Officer Level 6 - 8" means an employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 6 and who possesses at least minimum qualifications required for Project Officer Level 1 and has undergone skills training required for Project Officer Level 2 - 5.

"Exhibition Project Manager" means an employee responsible for the control and direction of defined exhibition projects, including management of production teams and who possesses at minimum qualifications required for Exhibition Project Officer, or relevant experience in Project Management; plus a demonstrated ability in management of exhibition projects.

"Nominated Organisation Skills" (NOS) means those skills required within the Museum to enhance the general abilities of staff as outlined in Attachment 1.

"Nominated Exhibition Skills" (NES) means those skills required within the Museum exhibition field acquired by all Exhibition Project Officers, as outlined in Attachment 2.

"General Fundamental Exhibition Skills" (GFE) means those skills which cover the major areas of specialisation within the Exhibition Division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. GFES are outlined in Attachment 3 - General Fundamental Exhibition Skills.

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

"Specific Fundamental Exhibition Skills" (SFES) means those more specialised skills which require specialist knowledge gained through tertiary and trade courses or relevant experience. Specific FES skills are required in one of the four components of the Division under separate categories of Design; Electronics and Media; Fabrication and Construction; and Preparation. SFES are outlined in Attachment 4.

“Employee” means a person engaged in an ongoing, temporary, or casual employment, under the Act.

3. Salaries

The salaries payable are prescribed in Part B, Monetary Rates, of this Award.

This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2021) *Award* and salaries payable to employees will be in accordance with that award or any award replacing it. The rates set out at Part B of this Award are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2021) *Award* or any award replacing it.

Employees appointed to the roles specified will be paid the following salaries subject to the provisions of the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*.

Progression from Level 1 to Level 2 must be subject to satisfactory conduct and performance and demonstrated willingness by the employee to undergo a skills training program as defined and certified by the supervisor.

Progression from Level 2 to Level 5 must be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by both the supervisor and the Manager, Human Resources and approved by the Agency Head. This review will be undertaken annually based on the anniversary of service of the employee.

Appointment above the minimum rate to an advertised vacancy must be determined by the Agency Head (or delegated employee) on recommendation of an established selection committee as long as the employee can demonstrate possession of the required qualifications, experience and skills, including any overseas qualifications/ experience and any relevant voluntary experience.

An employee who has served for twelve months on the rate prescribed for Exhibition Project Officer Level 5 may be advanced to Level 6 provided that the review panel has certified to the Agency Head that

- (a) the employee concerned has completed the necessary training and skills development and is able to demonstrate their ability to undertake such work; and
- (b) the employee has indicated a willingness to participate in further skills training and development.

Progression from Level 6 to Level 8 must be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by the supervisor, Manager Human Resources and Agency Head. This review will be undertaken annually.

Progression will be by way of increments paid at 12 month intervals, subject to satisfactory conduct and services as certified by the Agency Head.

4. Progression from Level 5 to Level 6: Assessment Procedures

- (a) A review panel consisting of the supervisor, Director (or their nominated delegate) and a representative from the Association and/or a Union representative from the Museum elected for this purpose by Exhibition Project Officers for the term of this Award, must be constituted to consider and recommend to the Agency Head the progression of an employee from Exhibition Project Officer Level 5 to Exhibition Project Officer Level 6. Panel membership may be expanded to ensure representation of relevant diversity groups.
- (b) The members of the panel will examine a written statement prepared by the employee in support of their progression, as well as any other Museum papers or completed projects illustrating either the type of work performed by the employee or are otherwise relevant to the question of progression of the employee.
- (c) In the event that the committee members disagree on a recommendation, a written report must be furnished to the Agency Head from each individual committee member stating the reasons why

progression is considered appropriate, or not as the case may be. The Agency Head will make a determination, which is binding on all parties.

- (d) The employee will have right of appeal to the Agency Head, who will be empowered to appoint an independent senior staff member to review the panel's decision-making process and make further recommendations to the Agency Head regarding the employee's appeal.

5. Hours of Work

The ordinary hours of work will be thirty-five hours per week. Flexible working hours are provided in accordance with provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award.

6. Overtime

Overtime will be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Public Service Industrial Relations Guide or any variation or replacement document.

7. Anti-Discrimination

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons 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 any State or Federal jurisdiction.
- (e) 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.
- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

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

8. Grievance and Dispute Resolution Procedures

- (a) All grievances and disputes relating to the provisions of this Award must initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the department, if required.
- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- (d) The immediate manager, or other appropriate employee, must 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.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager must respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- (f) The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the Agency Head must provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, Department and Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work must proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Consultative Committee

The Australian Museum's Joint Consultative Committee will be responsible for the implementation of this Award.

Changes to this Award that are considered appropriate during the term of this Award will be recommended by the Joint Consultative Committee to the Agency Head for consideration.

10. Conditions of Employment

All conditions of employment for Exhibition Project Officers will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Public Service Industrial Relations Guide or any variation or replacement document.

11. Required Skills

The Museum is required to annually review the NOS, NES, GFES and SFES skills listing to ensure continuing applicability and to add or delete skills where necessary. This will be carried out by a committee of the Director or their delegate, an Exhibition Project Officer who is a union member and a representative of the Association at their discretion and the Manager, Human Resources.

12. Training Commitment

Upon entering this Award, the Museum has undertaken a commitment to provide resources and opportunities for the training of Exhibition Project Officers as far as reasonable within the Museum's overall Training and Staff Development budget and requirements.

Training will be undertaken as outlined in Attachment 7.

13. Work Arrangements

It is agreed that the focus of day-to-day work arrangements for employees covered by this Award will be on a project team basis, led by the Director or their delegate.

There will be flexibility in the composition of project team members, depending on the core skill requirements of particular projects, but emphasis will be given to encouraging the multi-skilling of employees and broadening of work experience.

14. Area, Incidence and Duration

- (a) This Award will apply to all staff of the Australian Museum employed under the classification of Exhibition Project Manager or Exhibit Project Officer as defined in Clause 2, Definitions.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) Exhibition Project Managers and Project Officers) Australian Museum Award published 15 May 2020 (388 I.G. 125), as varied.
- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 September 2021.
- (d) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Effective from the first pay period commencing on or after: 1 July 2021

Classification and Grades	Exhibition Project Managers and Project Officers - Australian Museum		
	Existing rates of pay as at 1.7.20	Common Salary Point	Rates of pay as at the first full pay period on or after 1.7.21 Per annum 2.04% \$
Exhibition Project Officer Skill Level 1	\$ 64,973	46	\$ 66,298

Skill Level 2	68,749	52	70,151
Skill Level 3	72,635	58	74,117
Skill Level 4	77,162	64	78,736
Skill Level 5	79,535	67	81,158
Skill Level 6	88,449	78	90,253
Skill Level 7	92,813	83	94,706
Skill Level 8	97,443	88	99,431
Exhibition Project Manager			
Year 1	104,539	95	106,672
Year 2	107,864	98	110,064
Year 3	112,140	102	114,428

ATTACHMENT 1

NOMINATED ORGANISATIONAL SKILLS

Nominated Organisational Skills (NOS) are those skills required within the Museum to enhance the general abilities of staff include:

Literacy Skills - ability to read and comprehend written material.

Numeracy Skills - ability to use basic principles of mathematics.

Manual Skills - skills in "hands-on" tasks.

Motor Skills - ability to use necessary tools, equipment, etc. required to complete tasks.

Oral Communication Skills - ability to articulate thoughts or ideas into words.

Written Communication Skills - ability to express thoughts or ideas in written form (including report writing, submissions, correspondence, text and other material).

Team Work Skills - ability to work as part of a group, to take directions and give input to the group process.

Work Health and Safety Knowledge & Application - understanding relevant legislation and safe work practices, including identification and removal of hazards and using this knowledge on the job.

Computing Skills - basic office computer skills.

On-the-Job Training Skills - ability to impart knowledge and skills applicable on-the-job to another person, including ability to teach and gauge when knowledge and skills have been acquired.

Train the Trainer Skills - ability to prepare and present a structured training program, setting measurable objectives, preparing visual and written training material and undertaking evaluation of the training.

Management & Supervision Skills:

Understanding of Diversity & Inclusion Principles

Merit Assessment

Staff Appraisal

Planning/Organisational Skills

Time Management

Presentation Skills

Negotiating/Influencing Skills

Stress & Change Management

Decision Making/Problem Solving

Leadership & Team Building Skills

Project Management

ATTACHMENT 2

NOMINATED EXHIBITION SKILLS

Nominated Exhibition Skills (NES) are those skills required within the Museum exhibition field and acquired by all Exhibition Project Officers. Parts of certain NES skills will be acquired at different levels whilst a Project Officer is progressing through each level, with the end result that the total NES skill will be gained by the time the employee has reached the required incremental level referred to in the agreement. These skills will need to be reviewed and updated with changes in technology development. This area also includes use and maintenance of audio visual equipment and methods. NES skills include:

Artefact Handling & Mounting - Placing objects within an exhibition, taking into account physical constraints and limitations for rare, fragile or otherwise precious artefacts. This includes object handling, other objects or materials that it may come into contact with, lighting levels, chemical sensitivity, etc. as well as taking into account the aesthetics of the exhibition as a whole. Artefact handling skills need to be gained before mounting skills can be acquired.

Lighting Techniques - Balancing both the function of the exhibition and the object itself in terms of lighting levels within a particular exhibition, as well as the levels the object can take and having regard for the aesthetic presentation of the object.

Maintenance Operations & Management - Foreseeing problems over time and building in solutions into the physical construction of displays, e.g. in the maintenance of an object considering the ease of access to it, environmental conditions, pest control, etc. during production of the exhibition. Maintenance operations refers to the actual hands-on activities involved in maintenance (e.g. signage, lighting, general repairs, etc.) and these skills would be gained prior to maintenance management skills.

Estimating & Costing - Planning for amount of material (foam, resin, etc.), equipment, staffing requirements for exhibition projects, including costing and estimating for any field trips and sub-contracting that needs to be undertaken.

Network Planning - Analysing and planning the multifaceted activities required to put together an exhibition from planning to construction to future maintenance and linking these activities together in the correct sequence.

Packing & Transport-Planning and undertaking packing and moving either parts or whole exhibitions to other institutions, taking into account conservation issues.

Electronics Operations & Applications - The use and application of electronics technology to exhibitions development, including computing (advanced software applications); laser disc; videodisc; general programming.

ATTACHMENT 3**GENERAL FUNDAMENTAL EXHIBITION SKILLS**

General Fundamental Exhibition Skills (GFES) are those skills which cover the major areas of specialisation within the Exhibition division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. General FES skills are acquired by all Project Officers and include:

Painting, Finishing and Woodworking - Knowledge of methods and issues relating to selection and processes.

Drafting & Detailing - Plan and document reading and ability to convey technical instruction.

Presentation Mock-ups/Models - Design/build preliminary models and components used at visualisation stage of gallery projects.

Plastics Fabrication - Knowledge of methods and issues relating to selection and processes.

Metal Fabrication - Knowledge of methods and issues relating to selection and processes.

Exhibition Component Design - Knowledge of methods and issues relating to graphics; showcase and furniture design; models and interactives.

ATTACHMENT 4**SPECIFIC FUNDAMENTAL EXHIBITION SKILLS**

Specific Fundamental Exhibition Skills (SFES) are those more specialised skills which require specialised knowledge gained through tertiary and trade courses or equivalent experience. Specific FES skills are required in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design.

The skills required are:

Fabrication and Construction

Cabinet Making - includes furniture/showcase design; - K.D. techniques; security locks and fittings; glazing; laminating; lighting; linings, mounts and props; jib and cutters; special detailing doors, panels, etc.

General Construction - includes set out major sites; framing in timber and steel; floor setting timber and sheeting; wall sheeting gyprock, custom wood, hardboard.

Painting and Finishing - includes spray enamel, lacquers, epoxy; antique wood colouring and finishings; wall painting; paper hanging and special effects.

Metal Fabrication - includes welding, bending, cutting, forming; finishing; sheet metal.

Partitions and Office Fitting - includes fabrication walls and ceiling panels; door fitting/sliding/suspended; concertina moveable partitioning; glazing and sound proofing.

Floor Coverings - includes carpet laying; vinyl flooring; underlay installation.

Restorations - includes investigating styles and materials; repairing antique furniture and fittings; undertaking upholstery, caning, etc.

Electronics and Media

Systems Design - includes audio systems; video systems; multi-vision photo transparency systems; cinematic systems; integrated control systems; electronic signage/displays; interactive exhibits.

Systems Manufacture & Installation - includes electronic switching and control systems; microprocessor controls; installation and commissioning documentation.

Program Development - includes sound recording; video recording; post production; titling; special effects.

Software Management - includes mastering and archival transcription; copyright and licensing; storage systems; transmission duplications.

Event Services - includes conference design and co-ordination; theatre screenings; media launch co-ordination; social functions; seminar services; transcriptions.

Electronic Servicing includes preventative maintenance; breakdown repairs; modification and upgrading existing hardware; back-up system.

Preparation

Preservation Techniques - includes invertebrate; plant preservation; tanning and finishing; maceration; freezer drying; study skin preparation.

Fabrication Techniques - includes thermoplastic fabrication; metal fabrication; timber fabrication; glass and ceramic.

Mechanical & Animated Effects - includes moving exhibits; prototypes; timed sequences; interactive exhibits, etc.

Moulding and Casting - includes polyesters; epoxies; urethanes; silicones; fillers plasticisers and colorants.

Diorama and Foregrounding Construction & Presentation - design and construction of environments.

Taxidermy - includes mounting of skins on modelled form and various other forms of presenting mammals, birds and fish skins.

Biological Model Making - includes models of cells, organs and biological systems (animals, plants or parts thereof).

Topographical Model Making - includes scale models of buildings and galleries Sculpture - includes modelling and carving.

Painting & Scenic Art - includes murals, rock art, surfaces of rock castings, caves, etc.

Fieldwork - includes flora, fauna, geological collecting, firearm handling, trapping, driving.

Photography - includes environments and landscapes, etc.; specimens - for reference.

Replication - includes creative substitutes in a wide variety of materials of man-made artefacts and objects from nature.

Research - includes new materials, techniques and approaches and exhibit specific research such as is used for the interpretation of scientific presentations.

Chemical Handling - includes safety and proper storage, shelf life, contaminants, etc.

Adhesives - includes the full range of specialised bonding applications for all materials used in exhibition construction.

Paints, Lacquers & Coatings - includes knowledge of surface finish applications and equipment.

Animal Husbandry - includes fauna maintenance as required by live exhibits.

Biological Presentation - includes wetbox presentation, osteological presentation, skeletal articulation. etc.

Design

Reprographic Camera Skills - line and screen work, program setting and manipulations (3-dimension work, time over-ride etc.).

Layout Skills - placement of text, photos and graphics and/or 3-dimensional objects to meet a design concept; as well as production of mock-ups or visuals to give a good representation of final product and for presentation to management, etc.

Paste-up/Finished Art Skills - accurate placement of copy including registration, cut, crop and fold marking; accurate photo scaling and cropping; accurate technical pen work; colour separation and overlays; and specifications for printers.

Drafting & Detailing Skills - preparing specifications for contractors, etc.; and documentation for exhibition projects and publications.

Desktop Publishing Skills - the production of documents using computer for layout of text, photos and graphics.

Computer Graphics - the production of graphics using specific computer graphic programs.

Typography Skills - understanding the use of faces point size, kerning, leading, spacing, column widths and type styles and copyfitting.

Print Media Skills - understanding of the printing processes; knowledge of paper types, weights and surfaces for ink hold; knowledge of colours and how to achieve them using screens, pms colours and colour separation; knowledge of Publication printing including pagination, photo placement, colour page placement and binding; knowledge of photo printing techniques (screens, mezzotints, duotints); knowledge of special effects such as deep etching, dye cutting, folding, embossing and gloss varnishing; knowledge of instructions for printers in all of the above; checking of printer proofs.

Colour Theory Skills - the use of harmonies, contrasts, hues and discords to meet a concept.

Illustration Skills - undertaking scientific illustrations, maps, posters and publication illustrations, mock-ups drafting and perspective illustration; and knowledge of illustration equipment (pencil, technical pen, air brush. etc.).

Three Dimensional Display Skills - knowledge of screen-printing, light box displays, exhibition lighting, large scale bromides, photo mural and mounding, directional signage in metal plastics, etc.

Editing - undertaking proof reading, label writing and text concepts.

Picture Research - undertake research for graphic and photo requirements for exhibitions; undertake research to gain a working knowledge of exhibition or graphic design subject matter; undertake research into new exhibition techniques.

ATTACHMENT 5

SKILLS LISTING - EXHIBITION PROJECT OFFICER LEVEL 2-5

NOS Skills Required:

- Literacy
- Numeracy
- Manual Skills
- Motor Skills
- Oral Communication
- Written Communication
- Team Work
- Work Health and Safety [Knowledge and Application]
- Computing
- On-the-Job Training

NES Skills Required:

- Artefact Handling
- Artefact Mounting
- Lighting Techniques
- Maintenance Operations
- Packing and Transport
- Electronics Operations
- Electronics Applications

GFES Skills:

- Painting and Finishing
- Drafting and Detailing
- Presentation Mock-ups/Models
- Plastics Fabrication
- Metal Fabrication
- Exhibition Component Design

SFES Skills Required:

Exhibition Project Officers are required to gain skills in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design, as outlined in Attachment 4.

ATTACHMENT 6**SKILLS LISTING EXHIBITION PROJECT OFFICER LEVEL 6-8****NOS Skills Required:**

All skills as listed Attachment 5, as well as:

Train the Trainer

Management & Supervision Skills:

Understanding of Diversity & Inclusion Principles

Staff Appraisal

Planning/Organising Skills

Presentation skills

Negotiating/Influencing Skills

Stress & Change Management

Decision Making/Problem Solving

Leadership & Team Building Skills

Selection Techniques

Time Management

Project Management

NES Skills Required:

All skills as listed in Attachment 5 as well as:

Maintenance Management

Estimating & Costing

Network Planning

GFES Skills Required:

All skills as listed in Attachment 3

SFES Skills Required:

Exhibition Project Officers are required to have a very high level of skills in one of the four components of the Division (Fabrication and Construction; Electronics and Media; Preparation; and Design), as outlined in Attachment 4.

ATTACHMENT 7**TRAINING ARRANGEMENTS**

As per the Training Commitment in this Award (Clause 12), training will be undertaken as follows:

Internal Courses - Courses will be designed as modules, particularly for NES skills. There will be a theoretical component developed by exhibitions staff with the expertise in the area and this material will be presented by the Museum's Training Officer. There will also be a practical component which will consist of project assignments, under supervision of the relevant exhibition employee. Each course will have a set of instructional objectives and staff will be required to meet set performance standards.

It is also envisaged that the senior Exhibitions staff who may be called on to present courses will undertake a modified "Train the Trainer" program to increase their skills in training.

All NOS skills required in the Award will be covered by internal courses, which are planned for in the Museum's Staff Development Program prepared every six months by the Human Resource Manager and Director.

There will be cases where external experts will be brought in to conduct specific training, for example in new equipment and technology, where this cannot be accommodated by Museum staff.

External Courses - There are several courses that may be undertaken externally. The Museum already has contacts with the relevant institutions, including TAFE and we will be liaising further with these bodies where the need arises for a specific course that cannot be dealt with in-house.

On-the-Job Training - This is an integral part of the Award. Many skills, particularly NES and GFES can best be learnt by direct work experience, rotation between Project Teams, participating in different kinds of projects (e.g. both small temporary and large semi-permanent exhibitions) and short-term placement with other staff specialists. At times, work activity and the exhibitions program may not be able to provide the range of skills needed through direct work experience. Therefore, the training will be undertaken through other means and be included in the Museum's Staff Development Program.

The Museum's Staff Appraisal Scheme will be used as a means of planning the training that needs to be undertaken by each employee and an individual development and training program prepared on an annual basis by the employee and supervisor, that will encompass the three different training options.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 171469 of 2021)

Before Commissioner Sloan

17 September 2021

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Area Incidence and Duration
4.	Terms of Employment
5.	Local Arrangements
6.	Hours of Duty and Attendance
7.	Casual Employment
8.	Part Time Employment
9.	Morning and Afternoon Tea Breaks
10.	Meal Breaks
10A.	Lactation Breaks
11.	Variation of Hours
12.	Natural Emergencies and Major Transport Disruptions
13.	Notification of Absence from Duty
14.	Public Holidays
15.	Standard Hours
16.	Flexible Working Hours Scheme
17.	Non-Compliance with Hours of Duty and Attendance
18.	Existing Determinations and Agreements - Hours of Duty
19.	Travel Allowances
20.	Excess Travelling Time
21.	Meal Expenses on One Day Journeys
22.	Restriction on Payment of Travel Allowances
23.	Increase or Reduction in Payment of Travelling Allowance
24.	Allowance Payable for the Use of Private Motor Vehicles
25.	Overseas Travel Allowance
26.	Staff Exchanges
27.	Community Language Allowance Scheme (CLAS)
28.	Flying Allowance
29.	First Aid Allowance
30.	Semi-Official Telephone Reimbursement
31.	On-Call Allowance
32.	Service Increments Allowance
33.	Uniforms, Protective Clothing and their Maintenance

34. Compensation for Damage to or Loss of Staff Members' Personal Property
35. Adjustment of Allowances
36. Leave - General
37. Leave for Casual Employees
38. Recreation Leave
39. Annual Leave Loading
40. Sick Leave
41. Sick Leave - Requirements for Medical Certificate
42. Sick Leave to Care for a Family Member
43. Sick Leave - Workers Compensation
44. Sick Leave - Other than Workers Compensation
45. Parental Leave
46. Family and Community Service Leave
47. Observance of Essential Religious or Cultural Obligations
48. Extended Leave
49. Leave Without Pay
50. Military Leave
51. Special Leave
- 51A. Leave for Matters Arising from Domestic Violence
52. Purchased Leave
53. Study Assistance
54. Staff Development and Training Activities
55. Trade Union Activities
56. Shift Work
57. Overtime
58. Grievance and Dispute Settling Procedures
59. Anti-Discrimination
60. Existing Entitlements
61. Deduction of Union Membership Fees
62. Secure Employment

PART B

MONETARY RATES

Table 1 - Allowances.

2. Definitions

"Accumulation" means the accrual of leave or time. In respect of weekly study time "accumulation" means the aggregation of short periods of weekly study time that is granted for private study purposes.

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

"Approved Course" means a course which is relevant to the employment of the staff member in the department or the public service and one which has been approved by the Department Head.

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

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

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

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

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District Directory Coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State and Territory.

"Casual Employee" means any employee engaged on a casual basis in terms of Clause 7 "Casual Employment" of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the weekly full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours", means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract the payment of overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am and 6.00 pm or as negotiated under a local arrangement.

"Department" refers to the Department of the Legislative Assembly, the Department of the Legislative Council or the Department of Parliamentary Services.

"Department Head" means the Clerk of the Legislative Assembly or the Clerk of the Legislative Council or the Chief Executive, Parliamentary Services, or a person authorised by the Department Head.

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

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

"Extended leave" means extended (long service) leave to which a staff member is entitled, equivalent to Schedule 1 of the Government Sector Employment Regulation 2013, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and is able to be banked under a local arrangement negotiated pursuant to clause 5, Local Arrangements of this award or carried over into the next settlement period.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

"Flexible working hours scheme" means the scheme outlined in clause 16, Flexible Working Hours Scheme of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Industrial Relations Secretary, Unions New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (xv) of clause 16, Flexible Working Hours Scheme, of this award.

"Full day" means the standard full time contract hours for the day, i.e., 7 or 8 hours depending on the classification of the staff member.

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

"Full-time contract hours" means the standard weekly hours, i.e., 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

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

"Full-time staff member" means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

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

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

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

"Industrial Relations Secretary" means the Secretary of the Department of Premier and Cabinet who has functions under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2013* *Government Sector Employment Rules*.

"Local Arrangement" means an agreement reached at the organisational level between the Department Head(s) and the relevant trade union in terms of clause 5, Local Arrangements, of this award.

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

"Members' staff" means staff employed pursuant to the *Members of Parliament Staff Act 2013*, and any associated determinations.

"Normal hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work", for the purposes of clause 58, Grievance and Dispute Settling Procedures, of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

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

"On duty" means the time required to be worked for the department. In terms of clause 55, Trade Union Activities of this award, trade union activities regarded as "on duty" means the time off with pay given by the department to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the department and the trade union where a staff member is given leave of absence from the workplace to take up employment with the staff member's trade union for a specified period of time during which the trade union is required to reimburse the department for the staff member's salary and associated on-costs.

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector- Salaries 2021) Award calculated using the formula set out in Clause 7, Casual Employment, of this Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime will be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 5, Local Arrangements, of this award provided that, on the day when overtime is required to be performed, the staff member will not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

"Parliamentary Catering Staff" means all staff members employed within the catering services area, and includes kitchen, wait and office staff.

"Parliamentary Reporting Staff" are employees classified as Reporters, Subeditors, Senior Subeditor and Deputy Editor of the Parliamentary Reporting Services Department.

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

"Part time hours" means the hours which are less than the hours that constitute full-time work under the relevant industrial instrument.

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

"Part time staff member" means a staff member whose ordinary hours of duty are specified as part time in a formal industrial instrument or whose contract hours are less than the full-time hours.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"Prescribed starting time" means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, "prescribed starting time" means the commencement of bandwidth of the scheme applying to that staff member.

"Presiding Officers" means the Speaker of the Legislative Assembly or the President of the Legislative Council or both.

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

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

"Relief staff" means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

"Remote area" means for the purpose of clause 38, Recreation Leave, the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before the Acts repeal.

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

"Seasonal staff" means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the department and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.

"Secondment" means an arrangement agreed to by the Department Head, the staff member and a public service department, a public sector organisation or a private sector organisation, which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Section" means a small unit or branch under the administrative control of the relevant Department Head.

"Sessional Staff" means an officer as defined from time to time by the Clerk of the Parliaments in respect of the Legislative Council and the Clerk of the Legislative Assembly in respect of the Legislative Assembly, or the Chief Executive in respect of the Department of Parliamentary Services. Staff members will be designated as Sessional Staff by 1 December each leave year and will as part of the duties of their position be regularly required to work at least two sitting nights in every sitting period.

"Shift worker - Continuous Shifts" means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Sitting Day" is a period of time representing any day, being a 24-hour period, or days where:

- (a) in respect of Officers of the Legislative Council, the Legislative Council sits or is scheduled to sit;
- (b) in respect of officers of the Legislative Assembly, the Legislative Assembly sits or is scheduled to sit;
- (c) in respect of officers of the Department of Parliamentary Services who are required to work to support either or both Houses that are sitting or are scheduled to sit.

"Sitting Period" is a period of time representing a full working week, Monday to Friday, inclusive:

- (a) for officers of the Legislative Council during which that House is scheduled to sit;
- (b) for officers of the Legislative Assembly during which that House is scheduled to sit;
- (c) for officers of the Department of Parliamentary Services during which either or both Houses are scheduled to sit.

"Staff member" means an officer or a temporary employee and, unless otherwise specified in this award, includes both full-time and part time staff. For the purposes of maternity leave, as set out in clause 45, Parental Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Presiding Officer(s), or by the Department Head in accordance with any direction of the Presiding Officer(s). Standard hours are generally the hours that were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.

"Standby" means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"Study leave" means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Department Head, if the activities to be undertaken are considered to be of relevance or value to the Parliament and/or the Public Service.

"Study Time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part time course which is of relevance to the department.

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

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

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act 1996*.

"Trade Union Delegate" means an accredited union delegate responsible for his/her workplace; and/or a person who is elected by the trade union as its representative, an executive member or a member of the union's Council.

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

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

"Workplace Management" means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Area, Incidence and Duration

- (i) This Award applies to permanent, temporary and casual employees of the Parliament of New South Wales with the exception of those employees whose conditions of employment are prescribed under another industrial instrument - such as Members' Staff and Parliamentary Reporting Staff.
- (ii) This award applies to staff employed under the Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers; Parliament House, Other Clerical Officers, Determinations of the Presiding Officers; Parliamentary Attendant Staff, Determinations of the Presiding Officers; and Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981. The above Determinations and Agreements are listed in Schedule A of the Crown Employees (Public Sector – Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 17 September 2021.
- (iv) Changes made to this award subsequent to it first being published on 10 August 2012 (373 I.G. 1592) have been incorporated into this award as part of the review.
- (v) This award remains in force until varied or replaced, its term having already expired.

4. Terms of Employment

- (i) Staff members are paid fortnightly.
- (ii) Notwithstanding anything contained in this award employment may be terminated by two weeks' notice given at any time by the Presiding Officer(s) in writing or such longer period as the Presiding Officer(s) may have contracted with any individual staff member. A staff member desiring to terminate their employment with the Presiding Officer(s) must provide two weeks' notice, in writing, to the Presiding Officer(s) or such longer period as the Presiding Officer(s) may have contracted with any individual staff member.
- (iii) Provided that nothing contained in this clause will prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious wilful misconduct.

5. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Department Head and the relevant trade union in respect of the whole department or section.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:
 - (a) approved in writing by the General Secretary of the Association; and
 - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an enterprise agreement or other industrial instrument.
 - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause will prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 16, Flexible Working Hours Scheme, of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable.
- (iv) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorized by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, flex leave is still available.

6. Hours of Duty and Attendance

- (i) Hours of attendance on duty
 - (a) The hours of attendance on duty by members of staff and the manner of recording the attendance, will be as determined from time to time by the Department Head.
 - (b) The staff member in charge of a department or section will be responsible to the Department Head for the proper observance of the hours of work and the proper recording of such attendance.
 - (c) The Department Head may require a staff member to perform duty beyond the hours determined under paragraph (a) of subclause (i) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:

the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

any risk to the staff member's health and safety,

the urgency of the work required to be performed during additional hours the impact on the operational commitments of the organisation and the effect on client services,

the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or

any other relevant matter.

(d) The application of hours of work is subject to the provisions of this clause.

(ii) Working Hours

(a) The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.

(b) The Department Head will ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

7. Casual Employment

(i) This clause will only apply to the employees whose conditions of employment are not otherwise included in another industrial instrument.

(ii) An employee defined as casual must be

(a) paid on an hourly basis.

(b) Engaged for a minimum of 3 hours consecutive hours for each day worked.

(c) Engaged for a maximum period of 9 consecutive hours per day (exclusive of meal breaks), with the payment of overtime required for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under Clause 5 of this Award.

(iii) Rate of pay - casual employees will be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual Salary divided by 52.17857 divided by the ordinary weekly hours of the classification.

(a) Casual employees will be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

(b) All casual employees will receive 1/12 loading in lieu of annual leave.

(c) The loadings specified in sub clause (iii)(a) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

- (iv) Overtime -
- (a) casual employees will be paid overtime for work performed:
- (1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under Clause 5 of this Award, cover the particular class of work or are required by the usual work pattern of the position; or
 - (2) Outside the bandwidth application to the particular class of work; or
 - (3) In excess of the daily roster pattern applicable for the particular class of work; or
 - (4) In excess of the standard weekly roster of hours for the particular class of work; or
 - (5) In accordance with a local arrangement negotiated under Clause 5 of this Award
- (b) Overtime rates will be paid in accordance with the rates set out in Clause 57, Overtime, of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph (iii)(a) of this Clause.
- (d) The loading in lieu of annual leave as set out in paragraph (iii)(b) of this Clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (v) Application of other clauses of this Award to Casual employees:
- (a) The following clauses of this Award do not apply to casual employees:
- 6. Hours of Duty and Attendance
 - 11. Variation of Hours
 - 12. Natural Emergencies and Major Transport Disruptions
 - 14. Public Holidays
 - 15. Standard Hours
 - 16. Flexible Working Hours Scheme
 - 20. Excess Travelling Time
 - 30. Semi-Official Telephone Reimbursement
 - 36(i). Leave - General
 - 36(iii) Leave -Application for Leave
 - 38-52 Leave types and conditions
 - 55. Trade Union Activities subclauses (i)-(vii)
 - 56. Shiftwork
 - 57. Overtime (with the exception of the conditions specified in paragraph 57(ii)(b) Rates, 57(vi) Rest periods, 57(ix) Meal Breaks on Overtime, 57(x) Meal Allowances for Overtime
 - 60. Existing Entitlements

8. Part-time Employment

- (i) This clause only applies to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
- (ii) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (iii) A part time staff member is to work contract hours less than full-time hours.
- (iv) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

- (v) Before commencing part time work, the Department Head and the staff member must agree upon:
 - a. The hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - b. Whether flexible working hours provisions or standard hours provisions will apply to the part time staff member; and
 - c. The classification applying to work to be performed.
- (vi) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (vii) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (viii) The employer may request, but not require, a part time staff member to work additional hours. For the time worked in excess of the staff member's usual hour and up to the normal full-time hours for the classification, part time staff members may elect to:
 - a. be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave
 - b. if working under a flexible working hours scheme under Clause 16, of the Award, or a local agreement made in accordance with clause 5 of the Award, have the time worked credited as flex time.
- (ix) For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment will be paid at the appropriate overtime rate in accordance with Clause 57, Overtime.

9. Morning and Afternoon Breaks

- (i) Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

10. Meal Breaks

- (i) Meal breaks must be given to and taken by staff members. No staff member will be required to work continuously for more than 5 hours without a meal break, provided that:
 - (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
 - (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Department Head and the Association to provide for payment of a penalty.

10A. Lactation Breaks

- (i) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full-time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

- (iii) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (v) The Department Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (vi) Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (vii) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (viii) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 16, Flexible Working Hours, of this award, where applicable.

11. Variation of Hours

- (i) If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long term basis, subject to the following:
 - (a) the variation does not adversely affect the operational requirements;
 - (b) there is no reduction in the total number of daily hours to be worked;
 - (c) variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - (d) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
 - (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - (f) ongoing arrangements are documented; and
 - (g) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

12. Natural Emergencies and Major Transport Disruptions

- (i) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (a) apply to vary the working hours as provided in Clause 11, of this Award and/or
 - (b) negotiate an alternative work location with the Department and/or

- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of this award to cover the period concerned.

13. Notification of Absence from Duty

- (i) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (ii) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence will be deducted from the staff member's pay.

14. Public Holidays

- (i) Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (ii) A staff member, who is required by the Department Head to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (iii) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

15. Standard Hours

- (i) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part time.
- (ii) Urgent Personal Business - Where a staff member is required to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time will be made up as set out in subclause (iv) of this clause.
- (iii) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (iv) of this clause.
- (iv) Making up of Time - The time off taken in circumstances outlined in subclause (ii) and (iii) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Department Head.

16. Flexible Working Hours Scheme

- (i) Unless local arrangements have been negotiated as provided in clause 5, Local Arrangements, of this award, a flexible working hours scheme in terms of this clause may operate in a department or a section of a department, subject to operational requirements, as determined by the Department Head.
- (ii) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a department will be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (xiii), (xvii) and (xviii) of this clause, all

other provisions under this clause will be applied pro rata to a staff member working under a part time work arrangement.

- (iii) Exclusions - Flexible working hours do not apply to staff members who:
- (a) work permanent standard hours; or
 - (b) work according to a shift roster; or
 - (c) have coverage under another award, Enterprise Agreement or other agreement that prescribes the hours of attendance.
 - (d) are Members' staff as defined in clause 2, Definitions, of this award.
 - (e) are sessional staff (sessional staff will not work under the flexible hours scheme on any sitting day and will revert to standard hours for sitting days)
 - (f) are Parliamentary Reporting Staff as defined in clause 2, Definitions, of this award.
- (iv) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth, and the accrual of time towards flexible working hours credit, will be subject to the availability of work.
- (v) Bandwidth - The bandwidth is the period during the day when staff may record time worked. Time will not be credited to an officer for attendance outside the bandwidth. The bandwidth for staff (excluding those specified in sub-clause (vi)) is between the hours of 7.30 am. and 6.00 pm, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements, of this award.
- (vi) The bandwidth for staff defined in Clause 2, Definitions, of this Award as Parliamentary Catering Staff is between the hours of 6.30 am and 5:00pm, unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements, of this Award.
- (vii) Coretime - Coretime is the period during the day when staff are required to be on duty, unless on authorised leave. The coretime for staff, excluding those specified in sub-clause viii, is between the hours of 10.00a.m. and 4.00p.m, unless other arrangements have been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award. Coretime does not include the lunch break.
- (viii) Coretime for staff defined in Clause 2, Definitions, of this Award as Parliamentary Catering Staff is between the hours of:
- 9.00 am - 10.30 am, and
12.00 noon - 3.00pm
- unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements, of this Award.
- (ix) Lunch break - The standard lunch period is 1 hour. With the approval of the supervisor, the lunch period may be extended by staff members (excluding those specified in sub clause x) for up to 2 hours or reduced to not less than 30 minutes within the span of hours 12.00 noon and 2.30 pm or as other span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 5, Local Arrangements, of this award, the lunch break will be taken in accordance with such local arrangement.
- (x) The maximum permissible lunch break for staff defined in Clause 2, Definitions, of this Award as Parliamentary Catering Staff is 1 hour and 30 minutes, taken between the period 10.30 am to 12.00 noon, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this Award to cover Parliamentary Catering Staff.

- (xi) Settlement period -Unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements, of this award, the settlement period is four weeks.
 - (a) For time recording purposes the settlement period and flex leave must coincide.
 - (b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (xii) Contract hours - The contract hours for a settlement period will be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- (xiii) Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 5, Local Arrangements of this award may be negotiated in respect of the carry-over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- (xiv) Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may 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 may exceed 150 hours, the supervisor and staff member will develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- (xv) Cessation of duty - Except as provided in subclause (xiii) of this clause, a staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (b) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused; or
 - (c) in such other circumstances as have been negotiated between the Department Head and the relevant trade union(s) under a local arrangement in terms of clause 5, Local Arrangements, of this award.
- (xvi) Subject to any local arrangements, where a staff member ceases duty in the department in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy will apply to the accrued but untaken or not forfeited flex leave.
- (xvii) Flexible Working Hours Debit - The following provisions will apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements, of this award:
 - (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (b) Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
 - (c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- (xviii) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half day

absences may be combined with other periods of authorised leave. As specified in subclause 5(v) Local Arrangements, Flex leave may not be approved where an employee has accrued more than 8 weeks recreation leave.

- (xix) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 5, Local Arrangements, of this award.
- (xx) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, including late attendances, other than flex leave, the quantum of leave to be granted will be determined according to the provisions contained in paragraph (d) subclause (ii) of clause 36, Leave General, of this award.
- (xxi) Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
 - (a) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the department or section of the department, the relevant union will be consulted, where appropriate; or
 - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (xxii) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday drawn from staff members accrued flex balance.
- (xxiii) Flexible Work Practices
 - (a) Nothing in this award will affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under Flexible Work Practices, Policy and Guidelines.
 - (b) Flexible working hours agreements negotiated in terms of the Flexible Work Practices, Policy and Guidelines after the effective date of this award will be subject to the conditions specified in this award and in consultation with the relevant trade union.

17. Non-Compliance with Hours of Duty and Attendance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, will investigate such non-compliance as soon as it comes to notice and will take appropriate remedial action according to management of unsatisfactory performance guidelines.

18. Existing Determinations and Agreements - Hours of Duty

Any existing Determinations and Agreements on local arrangements in respect of the hours of duty, which operated in a department or part of a department as at the effective date of this award, will continue to apply until renegotiated.

19. Travel Allowances

- (i) Travel Allowance General
 - (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters will be met by the department.
 - (b) The Department Head will require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.

- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business will be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
 - (d) Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable will be the appropriate proportion of the daily rate. Any fraction of an hour will be rounded off to the nearest half-hour.
 - (e) The Department will elect whether to pay the accommodation directly, or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members will obtain prior approval when making their own arrangements for overnight accommodation.
 - (f) Production of Receipts - As and when required by the Department Head, payment of travelling expenses will be subject to the production of receipts or other acceptable evidence of expenditure.
 - (g) The need to obtain overnight accommodation will be determined by the Department Head having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation will be appropriately granted by the Department Head.
- (ii) Accommodation and allowances
- (a) Subject to paragraph (h), a staff member who is required by the Department Head to work from a temporary work location will be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residences in order to perform the work.
 - (b) If meals are provided by the Government at the temporary work location the staff member will not be entitled to claim the meal allowance.
 - (c) For the first 35 days, the payment will be either
 - (1) where the Department elects to pay the accommodation provider the staff member will receive
 - A. the appropriate meal allowance in accordance with Item 1 of Table 1, and
 - B. incidentals as set out in Item 3 of Table 1, and
 - C. actual meal expenses properly and reasonably incurred (excluding morning and afternoon tea) for any residual part day travel
 - (2) Where the Department elects not to pay the accommodation provider the staff member will elect to receive either:
 - A. the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B, Monetary Rates, for every 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonable incurred (excluding morning and afternoon tea) for any residual part day travel; OR
 - B. In lieu of sub-paragraph A of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 3 of Table 1 - Allowances of Part B, Monetary Rates.

- (d) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred. Where a staff member is unable to so satisfy the Department Head or where part day travel at the end of the trip is involved, the allowance payable for part days of travel will be limited to the actual expenses incurred during such part day travel.
- (e) A claim under this subclause will not be made at the set rate for part of the absence (see paragraph (b) of this subclause) and then on the basis of actual expenses for the other part of the absence, except as provided for in paragraph (c) of this subclause.
- (f) After the first 35 days -If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member will be paid the appropriate rate of allowance as specified in item 4 of Table 1 allowances of Part B, Monetary Rates.
- (g) Long term arrangements - as an alternative to the provisions after the first 35 days set out in paragraph (f) above the Department Head could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (h) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in temporary work arrangements.
- (i) This clause does not apply to staff members who are on an employee initiated secondment.

20. Excess Travelling Time

- (i) A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this subclause; or
 - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorized by the staff member's manager.
- (ii) Compensation under subparagraphs (a) or (b) of this clause, will be subject to the following conditions:
 - (a) on a non-working day, subject to the provisions of paragraphs (v)(d), (e), and (f) - all time spent travelling on official business;
 - (b) on a working day - subject to the provisions of subclause (v), all additional time spent travelling before or after the staff member's normal hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (iii) No compensation for travelling time will be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (iv) Compensation for travelling time will be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (v) Compensation for excess travelling time will exclude the following:
 - (a) time normally taken for the periodic journey from home to headquarters and return;

- (b) any periods of excess travel of less than 30 minutes on anyone day;
 - (c) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (d) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (e) travel not undertaken by the most practical available route;
 - (f) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (g) travel overseas
 - (h) Time within the flex time bandwidth
- (vi) Waiting Time -When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time will be treated and compensated in the same manner as travelling time.
- (vii) Payment - Payment for travelling time calculated in terms of this subclause will be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$
- (viii) The rate of payment for travel or waiting time on a non-working day will be the same as that applying to a working day.
- (ix) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 will be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (x) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

21. Meal Expenses on One-Day Journeys

- (i) A staff member who is authorised by the Department Head to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, will be paid the following allowances as set out in Item 1 of Table 1 of Part B Rates for: -
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

22. Restrictions on Payment of Travelling Allowances

- (i) An allowance under Clause 19, Travel Allowance is not payable in respect of:
- (a) any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

- (b) any period of leave, except with the approval of the Department Head or as otherwise provided by this subclause; or
 - (c) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (ii) A staff member who is in receipt of an allowance under Clause 19, Travel allowance, will be entitled to the allowance in the following circumstances:
- (a) 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 staff member's residence; and for the return journey from the staff member's residence to the temporary work location;
 - (b) 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 staff member'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. Increase or Reduction in Payment of Travelling Allowances

- (i) Where the Department Head is satisfied that an allowance under Clause 19, Travel Allowances is:
- (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - (b) In excess of the amount that would adequately reimburse the staff member for expenses properly and reasonably incurred, the Department Head may reduce the allowance to an amount that would reimburse the staff member for expenses incurred properly and reasonably.

24. Allowance Payable for the Use of Private Motor Vehicles

- (i) The Department Head may authorise a staff member to use a private motor vehicle for work where:
- (a) such use will result in greater efficiency or involve the department in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.
- (ii) Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- (a) the casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (b) the official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
- (iii) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work will be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause (x) of this clause.
- (iv) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*,

- a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department Head.
- (v) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer will be reimbursed by the department, provided:
 - (a) the damage is not due to negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
 - (vi) Provided the damage is not the fault of the staff member, the department will reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
 - (vii) Expenses such as tolls etc. will be refunded to staff members where the charge was incurred during approved work related travel.
 - (viii) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member will be entitled to an additional allowance as prescribed in Item 6 of Table 1 of Part B, Monetary Rates.
 - (ix) Except as otherwise specified in this award, a staff member will bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters. Headquarters means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long-term basis or the designated headquarters per (a) below:
 - (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
 - (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.
 - (x) On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.
 - (xi) Where headquarters has been designated per (ix)(a) above and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.
 - (xii) Deductions are not to be applied in respect of days characterised as follows:
 - (a) When staying away from home overnight, including the day of return from any itinerary
 - (b) When the employee uses the vehicle on official business and returns it home prior to travelling to the headquarters by other means of transport at their own expense
 - (c) When the employee uses the vehicle for official business after normal working hours

- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this sub-paragraph is exclusive of, and not in addition to, days referred to in (a), (b) and (c) above.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department Head is satisfied that:
 - at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - the periodical ticket was in fact purchased; and
 - in regard to train travellers, no allowance is to be paid in respect of the distance between the staff member's home and the railway station or other immediate transport stopping place.

25. Overseas Travel Allowance

Unless the Department Head determines that a staff member will be paid travelling rates especially determined for the occasion, a staff member who is required by the department to travel overseas on official business, will be paid the appropriate travelling rates as specified in the relevant Treasury Circular as issued from time to time.

26. Staff Exchanges

- (i) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the department's business.
- (ii) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case.
- (iii) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of subclause (iv) of clause 55, Trade Union Activities, of this award apply to staff members who are loaned to their trade union.

27. Community Language Allowance Scheme (CLAS)

- (i) Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
 - (a) employed as interpreters and translators; and
 - (b) employed in those positions where particular language skills are an integral part of essential requirements of the position,

will be paid an allowance as specified in Item 7 of Table 1 of Part B, Monetary Rates.
- (ii) The base level of the CLAS is paid to staff members who:
 - (a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
 - (b) have passed an examination administered by the Community Relations Commission, or who have passed a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.
- (iii) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

- (a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or
- (b) have achieved qualifications of NAATI interpreter level or above. This recognizes that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

28. Flying Allowance

- (i) Staff members, other than those employed to fly aircraft, will be paid an allowance as specified in Item 13 of Table 1 Allowances of Part B, Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause will be paid in addition to any other entitlement for the time actually spent working in the aircraft.

29. First Aid Allowance

- (i) A staff member appointed as a First Aid Officer will be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 10 of Table 1 of Part B, Monetary Rates.
- (ii) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid officer who holds a current qualification in HLTAID003 - Provide first aid.
- (iii) The Holders of current Occupational First Aid Certificate Allowance Rate will apply to a staff member appointed as a First Aid Officer who:
 - (a) is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites), and
 - (b) holds a current HLTSS00027 - Occupational First Aid Skill Set qualification.
- (iv) The First Aid Allowance will not be paid during leave of one week or more.
- (v) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (vi) First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

30. Semi-Official Telephone Reimbursement

- (i) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member will be made as specified in this subclause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the department, as and when required.
- (ii) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (iii) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (a) give decisions, supply information or provide emergency services; and/or
 - (b) be available for reasons of safety or security for contact by the public outside of normal office hours.

- (iv) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause will be limited to the following:
 - (a) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) the full cost of official local, STD and ISD calls.
- (v) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (a) date, time, length of call and estimated cost;
 - (b) name and phone number of the person to whom call was made; and
 - (c) reason for the call.

31. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member will be:

- (i) entitled to be paid the on call allowance set out in Item 9 of Table 1 of Part B, Monetary Rates, when directed by the department to be on call outside the staff member's working hours;
- (ii) if a staff member who is on call, is called out by the department, the overtime provisions as set out in Clause 57, Overtime, of this award will apply to the time worked;
- (iii) where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

32. Service Increments Allowance

- (i) Staff members previously employed as Security Officers who received a long Service Increment Allowance will continue to receive this allowance on a personal basis during their employment with the NSW Parliament. The allowance will be paid at the rate specified in the Crown Employees (Public Sector – Salaries 2021) Award or any replacement instrument. A copy of the rate is included at Item 14 of Table 1 of Part B, Monetary Rates, in this Award.
- (ii) Service increments allowances are not payable to any other staff members other than those under subclause (i) above.

33. Uniforms, Protective Clothing and their Maintenance

- (i) Uniform and protective clothing provided by the department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties will be provided by the department with such clothing and, except as specified in subclause (iii) of this clause, will be paid an allowance at the rate specified in Item 8 of Table 1 of Part B, Monetary Rates, for laundering the uniform or protective clothing.
- (ii) Uniform and protective clothing provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member will be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

- (iii) Payment of laundry allowance - Unless the staff member is entitled to receive a laundry allowance under another industrial instrument, or the Parliament provides the cleaning and laundry service, the staff member to whom subclause (i) or (ii) of this clause apply, will be paid an allowance at the rate specified in Item 10 of Table 1 of Part B, Monetary Rates for laundering the uniform or protective clothing.
- (iv) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing will be met by the department.
- (v) Uniforms and protective clothing provided by the Department will be replaced upon certification by the Manager that they are no longer serviceable.

34. Compensation for Damage to Or Loss of Staff Members' Personal Property

- (i) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of the department covering the damage to or loss of the personal property of the staff member.
- (ii) If a claim under subclause (i) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (a) is due to the negligence of the department, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect departmental property from loss or damage.
- (iii) Compensation in terms of subclause (ii) of this clause will be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Department Head may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (iv) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (v) Compensation for the damage sustained will be made by the department where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

35. Adjustment of Allowances

- (i) The allowance specified in paragraph (x)(xi)(b) of clause 57, Overtime, will be adjusted in line with the Crown Employees (Public Sector - Salaries 2021) Award or any variation or replacement award.
- (ii) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 19, Travel Allowances
 - (b) Clause 21, Meal expenses on one day journeys;
 - (c) Subclause 57(x) Overtime meal allowances
- (iii) Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the ATO:

- (a) Clause 24, Allowance payable for the use of private motor vehicle
- (iv) Allowances payable in terms of clauses listed in this paragraph will be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March Quarter figures)
 - (a) Clause 33, Uniforms, protective clothing and their maintenance
- (v) Allowances payable in terms of clauses listed in this paragraph will be adjusted in line with any increases to the same allowances payable under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any replacement award and will be adjusted on and from the date or pay period the percentage increase takes effect:
 - (a) Clause 27, Community Language Allowance Scheme
 - (b) Clause 28, Flying Allowance
 - (c) Clause 29, First Aid Allowance
 - (d) Clause 31, On-call allowance

36. Leave - General

- (i) General
 - (a) The leave provisions contained in this award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Department Head and the relevant trade union in terms of clause 5, Local Arrangements of this award.
 - (b) Unless otherwise specified, part time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
 - (c) The leave provisions of this award do not apply to an apprentice, except in respect of recreation leave if the entitlement to recreation leave under the apprenticeship award is less favourable than the recreation leave provisions under this clause.
 - (d) A temporary employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Parliament, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
 - (e) Where paid and unpaid leave available to be granted under this clause are combined, paid leave will be taken before unpaid leave.
- (ii) Absence from Work
 - (a) A staff member must not be absent from work unless reasonable cause is shown.
 - (b) If a staff member is absent from duty because of illness or other emergency, the staff member will notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
 - (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Department Head will deduct from the pay of the staff member the amount equivalent to the period of the absence.
 - (d) The minimum period of leave available to be granted will be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.

- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.
- (iii) Application for Leave
 - (a) An application by a staff member for leave under this award will be made to and dealt with by the Department Head.
 - (b) the Department Head will deal with the application for leave according to the wishes of the staff member, if the operational requirements of the department permit this to be done.

37. Leave for Casual Employees

- (i) Other than as described under subclauses (iii), (iv), (v) and (vii) of this clause, casual employees are not entitled to any other paid or unpaid leave.
- (ii) Casual employees will be paid a loading of 1/12th in lieu of annual leave.
- (iii) Casual employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental leave, in accordance with the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (a) The Department Head must not fail to re-engage a regular casual employee because:
 1. the employee or employee's spouse is pregnant; or
 2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (v) Personal Carers Entitlement for casual employees
 - (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause (vi) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in paragraph (d), and the notice requirements set out in paragraph (e).
 - (b) The Department Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
 - (d) The casual employee will, if required:
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (vi) A family member for the purposes of paragraph (v)(a) of this clause is the same as defined under paragraph 42(iv)(b) Sick Leave to care for a family member.
- (vii) Bereavement entitlements for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

38. Recreation Leave

- (i) Accrual
- (a) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year.
- (b) Staff members working part time will accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (c) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, as defined in clause 2, Definitions, of this award.
- (d) Additional recreation leave, at the rate of 10 days per year, accrues to a staff member, who is Sessional Staff as defined in clause 2, Definitions.
- (e) A staff member who is not defined as Sessional Staff who at 12 March 1992 was in receipt of 6 weeks leave each year will continue to receive six (6) weeks leave each year maintained on a personal basis.
- (f) Recreation leave accrues from day to day.

- (ii) Limits on Accumulation of recreation leave and direction to take leave
 - (a) At least two (2) consecutive weeks of recreation leave will be taken by a staff member every 12 months for recreation purposes, except by agreement with the Department Head in special circumstances.
 - (b) Where the operational requirements permit, the application for leave will be dealt with by the Department Head according to the wishes of the staff member.
 - (c) The Department Head will notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Department or Section.
 - (d) The Department Head will notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department or section.
 - (e) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 9 weeks by 30 June 2011.
 - (f) Staff defined as Sessional Staff, in paragraph (c) 8 weeks substitutes for 6 weeks and in paragraph (d) and (e) 10 weeks substitutes for 8 weeks.
- (iii) Conservation of recreation leave - If the Department Head is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of less than 8 weeks, or its hourly equivalent the Department Head will:
 - (a) specify in writing the period of time during which the excess will be conserved; and
 - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week level specified.
 - (c) The Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (iv) Recreation Leave - Other provisions
 - (a) Unless a local arrangement has been negotiated between the Department Head and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (b) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fraction less than a quarter being rounded up).
 - (c) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (d) of this subclause.
 - (d) Recreation leave does not accrue during leave without pay other than:
 - (1) Military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;

- (3) Any continuous period of sick leave taken without pay when paid sick leave is exhausted
 - (4) Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1988*; or
 - (5) Periods of sick leave without pay or any other approved leave without pay which when aggregated do not exceed 5 working days in any period of 12 months.
- (e) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (d) of this subclause above will be calculated to an exact quarter day (fractions less than a quarter being rounded down).
 - (f) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
 - (g) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see Clause 45, Parental Leave.
 - (h) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave, which remains untaken.
 - (i) A staff member to whom paragraph (h) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
 - (j) Death -Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death will be paid to the staff member's nominated beneficiary.
 - (k) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows: -
 - (1) to the widow, widower or de facto partner of the staff member; or
 - (2) if there is no widow, widower or de facto partner, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
 - (3) if there is no such widow, widower or de facto partner or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under subparagraphs (1) or (2) or (3) of this paragraph to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment will be made to the personal representative of the staff member.
 - (l) A staff member entitled to additional recreation leave under 38(i)(c) and (d) can elect at any time to cash out the additional recreation leave.

39. Annual Leave Loading

- (i) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subparagraph. Subject to the provisions set out in subclauses (ii) to (vi) of this clause the annual leave loading will be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- (ii) Loading on additional leave accrued - Where additional leave is accrued by a staff member:

- (a) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading will be calculated on the actual leave accrued or on five weeks, whichever is the higher.
- (b) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading will continue to be paid on a maximum of 4 weeks leave.
- (iii) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (b) 17½% annual leave loading.
- (iv) Maximum Loading -Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable will not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (v) Leave year -For the calculation of the annual leave loading, the leave year will commence on 1 December each year and will end on 30 November of the following year.
- (vi) Payment of annual leave loading - Payment of the annual leave loading will be made on the recreation leave accrued during the previous leave year and will be subject to the following conditions:
 - (a) annual leave loading will be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two consecutive weeks leave for recreation purposes. Such leave may be a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off.
 - (b) if at least two weeks leave as set out in paragraph (a) of this subclause is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year will be made to the staff member as at 30 November of the current year.
 - (c) while annual leave loading will not be paid in the first leave year of employment, it will be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in subparagraph (a) of this subclause is taken.
 - (d) a staff member who has not been paid the annual leave loading for the previous leave year, will be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
 - (e) Except in cases of Voluntary Redundancy, proportionate leave loading is not payable on cessation of employment.

40. Sick Leave

- (i) Illness in this clause and in clauses 41 and 42 means physical and psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (ii) Payment for sick leave is subject to the staff member:
 - (a) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible, and
 - (b) Providing evidence of illness as soon as practicable if required by clause 41.

- (iii) If the Department Head is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Department Head:
 - (a) will grant to the staff member sick leave on full pay; and
 - (b) may grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (iv) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (a) is unable to carry out their duties without distress; or
 - (b) risks further impairment of their health by reporting for duty; or
 - (c) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- (v) The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (vi) Entitlements
 - (a) At the commencement of employment with the Parliament, a full time staff member is granted an accrual of 5 days sick leave.
 - (b) After the first four months of employment, the staff member will accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (c) After the first year of service, the staff member will accrue sick leave day to day at the rate of 15 working days per year of service.
 - (d) All continuous service as a staff member with the NSW public service will be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service will be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (e) Sick leave without pay will count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay will be treated in the same manner as leave without pay.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, will be converted to its full pay equivalent.
 - (g) Paid sick leave will not be granted during a period of unpaid leave.
- (vii) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service will be limited to 5 days paid sick leave, unless the Department Head approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service will be supported by a satisfactory medical certificate.
- (viii) Seasonal or relief staff - No paid sick leave will be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

41. Sick Leave - Requirements for Medical Certificate

- (i) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.

- (ii) In addition to the requirements under subclause 40(ii), Sick Leave, of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- (iii) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
- (iv) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (v) If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the Government's nominated medical assessment provider for advice.
 - (a) The type of leave granted to the staff member will be determined by the Department Head based on the Government's nominated medical assessment provider's advice.
 - (b) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (vi) The granting of paid sick leave will be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentiality by an alternate manager or the human resources section of the Department.
- (vii) The reference in this clause to evidence of illness will apply as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Department Head's discretion, another registered health services provider, or
 - (b) where the absence exceeds one week, and unless the health provider listed in paragraph 41(vii)(a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
 - (c) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (viii) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) In respect of recreation leave, the period set out in the medical certificate;
 - (b) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more
 - (c) The Department Head has the discretion to accept the other forms of evidence to satisfy that a staff member had a genuine illness.
- (ix) Sub-clause (viii) applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

42. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided for in clause 46, Family and Community Service Leave, of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (iv) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- (ii) The sick leave will initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (iii) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned, consistent with subclause 41(vi).
- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
 - (3) 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 staff member or of the spouse or de facto spouse of the staff member; or
 - (4) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

43. Sick Leave - Workers Compensation

- (i) The Department Head will advise each staff member of the rights under the *Workers Compensation Act 1987*, as amended from time to time, and will give such assistance and advice, as necessary, in the lodging of any claim.
- (ii) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers Compensation Act 1987* will be required to lodge a claim for any such compensation.
- (iii) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head will assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.

- (iv) The Department Head will ensure that, once received by the department, a staff member's worker's compensation claim is lodged by the department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (v) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head will grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (vi) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim will be restored to the credit of the staff member.
- (vii) A staff member who receives compensation pursuant to the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way will be debited against the staff member.
- (viii) If a staff member notifies the Department Head that he or she does not intend to make a claim for any such compensation, the Department Head will consider the reasons for the staff member's decision and will determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (ix) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member will not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (x) If the Department Head provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998* and, without good reason, the staff member fails to resume or perform such duties, the staff member will be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (xi) No further sick leave will be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (xii) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Department Head either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

44. Sick Leave - Other Than Workers Compensation

- (i) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:

- (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the department to the staff member; and
 - (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the department the monetary value of any such period of sick leave.
- (ii) Sick leave on full pay will not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Department Head is satisfied that the refusal or failure is unavoidable.
- (iii) On repayment to the department of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, will be restored to the credit of the staff member.

45. Parental Leave

- (i) Parental leave includes maternity, adoption leave and "other parent" leave.
- (ii) Maternity leave will apply to a staff member who is pregnant and, subject to this clause the staff member will be entitled to be granted maternity leave as follows:
- (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (iii) Adoption leave will apply to a staff member adopting a child and who will be the primary care giver, the staff member will be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member will be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex leave or family and community service leave.
- (iv) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 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, from the date of taking custody of the child or children;
 - (b) 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 (a) 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.
- (v) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- (a) Applied for parental leave within the time and in the manner determined set out in subclause (ix) of this clause; and
- (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- (vi) Payment for parental leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (vii) A staff member 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 they were paid (full-time or part-time) before commencing the initial leave if they have not returned to work;
 - (b) at a rate based on the hours worked before the initial leave was taken, where the staff member 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 staff member has not reduced their hours.
- (viii) Except as provided in subclauses (v), (vi) and (vii) of this clause parental leave will be granted without pay.
- (ix) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (ii), (iii) or (iv) may make a request to the Department Head to:
 - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (2) 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 staff member in reconciling work and parental responsibilities.
 - (b) The Department Head will consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental

responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(x) Notification Requirements

- (a) When the Department Head is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department Head must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Department Head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause (ix).
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (1) the date on which the maternity, adoption or other parent leave is intended to start, and
 - (2) the period of leave to be taken.
 - (d) Staff member's request and the Department Head' decision to be in writing. The staff member's request under paragraph (ix)(a) and the Department Head' decision made under paragraph (ix)(b) must be recorded in writing.
 - (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Department Head in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.
 - (f) A staff member on maternity leave is to notify the Department Head of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Department Head as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Department Head and any number of times with the consent of the Department Head. In each case she/he must give the Department Head at least 14 days' notice of the change unless the Department Head decides otherwise.
- (xi) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (ix), and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (xii) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member will be appointed to a position of the same grade and classification as the staff member's former position.
- (xiii) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.

- (xiv) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Department Head) must be given.
- (xv) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- (xvi) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- (xvii) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - (c) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay will be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (xviii) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, 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.
- (xix) If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- (xx) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department Head will take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (2) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member will take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member will also notify the Department Head of changes of address or other contact details which might affect the Department Head's capacity to comply with paragraph (a).

46. Family and Community Service Leave

- (i) The Department Head will grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in subclause (ii). The Department Head may also grant leave for the purposes in subclause (iii). Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (ii) Such unplanned and emergency situations may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) emergency accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) attendance at court by a staff member to answer a charge for a criminal offence, if the Department Head considers the granting of family and community service leave to be appropriate in a particular case.
- (iii) Family and community service leave may also be granted for:
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding offices in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of mayor of a municipal council, president of a shire council, or chairperson of a county council; and
 - (b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (iv) The definition of 'family' or 'relative' in this clause is the same as that provided in paragraph 42(iv)(b).
- (v) Family and community service leave will accrue as follows:
 - (a) 2.5 days in the staff member's first year of service;
 - (b) 2.5 days in the staff member's second year of service; and
 - (c) One day per year thereafter.
- (vi) If available family and community is exhausted as a result of natural disasters, the Department Head will consider applications for additional family and community service leave, if some other emergency arises.
- (vii) If available family and community service leave is exhausted on the death of a family member or relative, additional paid Family and Community Service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (viii) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 42, Sick Leave to Care for a Family Member, will be granted when paid family and community service leave has been exhausted or is unavailable.

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

47. Observance of Essential Religious or Cultural Obligations

- (i) A staff member of:
- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave, RDO or leave without pay to do so.
- (ii) Provided adequate notice as to the need for leave is given by the staff member to the department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this subclause.
- (iii) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, will be granted such time off by the Department Head, subject to:
- (a) adequate notice being given by the staff member;
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Department Head.
- (iv) Notwithstanding the provisions of subclauses (i), (ii) and (iii) of this clause, arrangements may be negotiated between the department and the relevant trade union(s) in terms of clause 5, Local Arrangements, of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

48. Extended Leave

Extended leave will accrue and will be granted to staff members in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

49. Leave Without Pay

- (i) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (ii) Leave without pay may be granted on a full-time or a part time basis.
- (iii) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member will be paid for any proclaimed public holidays falling during such leave without pay.
- (iv) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave will count as service for incremental progression and accrual of recreation leave.
- (v) A staff member who has been granted leave without pay, will not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.

- (vi) A staff member will not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave will be taken before leave without pay.
- (vii) No paid leave will be granted during a period of leave without pay.
- (viii) A permanent appointment may be made to the staff member's position if:
 - (a) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (b) The staff member is advised of the Department's proposal to permanently backfill their position; and
 - (c) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (d) the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (ix) The position cannot be filled permanently unless the above criteria are satisfied.
- (x) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- (xi) Subclause (viii) above does not apply to full-time unpaid parental leave granted in accordance with paragraph 45(ix)(a) or to military leave.

50. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Department Head may grant to a staff member who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- (ii) In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- (iii) Up to 24 working days military leave per financial year may be granted by the Department Head 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 (i) of this clause.
- (iv) A Department Head may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (v) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause (iii) may be granted Military Leave Top Up Pay by the Department Head.
- (vi) Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (vii) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.

- (viii) At the expiration of military leave granted in accordance with this Clause, the staff member will furnish to the Department Head a certificate of attendance and details of the staff member's reservist pay signed by the commanding officer or other responsible officer.

51. Special Leave

- (i) Special Leave - Jury Service
- (a) A staff member will, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
- (b) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons will, upon return to duty after discharge from jury service, furnish to the Department Head a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
- (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Department Head will grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Department Head will grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (ii) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member will be regarded as being on duty.
- (a) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity will be paid by the department.
- (iii) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) will:
- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay into the Parliament of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- (c) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, will be granted special leave by the department for the required period.
- (iv) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity will, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available flex leave or recreation/extended leave on full pay or leave without pay.
- (v) Special Leave - Examinations - Special leave on full pay up to a maximum of 5 days in any one year will be granted to staff members for the purpose of attending at any examination approved by the Department Head.
- (a) Special leave granted to attend examinations will include leave for any necessary travel to or from the place at which the examination is held.

- (b) If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- (vi) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in Clause 55, Trade Union Activities, of this award.
- (vii) A staff member who identifies as an Indigenous Australian may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations (NAIDOC). Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and the staff member.
- (vii) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, during such periods and subject to the conditions specified in the New South Wales Public Service Industrial Relations Guide at the time the leave is taken.

51A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 2, Definitions, of this award.
- (ii) Staff experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including; seeking safe accommodation; attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence; attending court and other legal proceedings relating to their experience of domestic and family violence; organising alternative care or education arrangements for their children; or other related purposes approved by the agency head.
- (iii) When approving leave, the agency head needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as; an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or a medical certificate.
- (iv) The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (v) The leave entitlement does not extend to casual employees. Temporary and part-time employees will be entitled to the leave on a pro-rata basis.
- (vi) Leave entitlements provided for in clause 46, Family and Community Service Leave, clause 42, Sick leave to care for Family Member and clause 40, Sick Leave, may be used by staff members experiencing domestic violence where the entitlements in 51A (ii) have been exhausted.
- (vii) Personal information concerning domestic violence will be kept confidential by the agency.
- (viii) The Department Head(s), where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

52. Purchased Leave

- (i) A staff member may apply to enter in an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (ii) Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.

- (iii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading
- (iv) The leave will count as service for all purposes.
- (v) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- (vi) Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (vii) To calculate the purchase leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- (viii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a period of purchased leave
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay
 - (f) Higher duties allowance will not be paid when a period of purchased leave is taken.
- (ix) Specific conditions governing purchased leave may be amended from time to time in consultation with the Association.

53. Study Assistance

- (i) Study Time - The Department Head will have the power to grant or refuse study time.
- (ii) Where the Department Head approves the grant of study time, the grant will be subject to:
 - (a) the course being a course relevant to the department and/or the Parliament; and
 - (b) the time being taken at the convenience of the department or section.
 - (c) Study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- (iii) Study time may be granted to both full and part time staff. Part time staff however will be entitled to a pro-rata allocation of study time to that of a full-time staff.
- (iv) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (c) private study; and/or
 - (d) Accumulation, subject to the conditions specified in subclauses (vi) to (x) of this clause.

- (v) Staff requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:
 - (a) Face-to-Face - Staff may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (b) Correspondence - Staff may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (c) Accumulation - Staff may choose to accumulate part or all of their study time as provided in paragraphs (vi) to (x) of this clause.
- (vi) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the department.
- (vii) Staff on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff and the department.
- (viii) Where at the commencement of an academic year/semester staff elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- (ix) Staff attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- (x) Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- (xi) Staff studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (xii) Correspondence Courses - Study time for staff studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- (xiii) Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- (xiv) Repeated subjects - Study time will not be granted for repeated subjects.
- (xv) Expendable grant - Study time if not taken at the nominated time will be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- (xvi) Examination Leave - Examination leave will be granted as special leave for all courses of study approved in accordance with this clause.
- (xvii) The period granted as examination leave will include:
 - (a) time actually involved in the examination;
 - (b) necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

- (xviii) The examination leave will be granted for deferred examinations and in respect of repeat studies.
- (xix) Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- (xx) All staff members are eligible to apply and no prior service requirements are necessary.
- (xxi) Study leave will be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided will be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (xxii) Where financial assistance is approved by the Department Head for all or part of the study leave period, the period will count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- (xxiii) Scholarships for Part time Study - In addition to the study time/study leave provisions under this subclause, the department may choose to identify courses or educational programmes of particular relevance or value and establish a departmental scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

54. Staff Development and Training Activities

- (i) For the purpose of this subclause, the following will be regarded as staff development and training activities:
 - (a) all staff development courses conducted by a NSW Public Sector organisation;
 - (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (ii) For the purposes of this subclause, the following will not be regarded as staff development and training activities:
 - (a) activities for which study assistance under clause 53 is appropriate, including university or TAFE courses;
 - (b) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (c) activities which are of no specific relevance to the NSW Parliament.
- (iii) Attendance of a staff member at activities considered by the Department Head to be:
 - (a) essential for the efficient operation of the department; or
 - (b) developmental and of benefit to the NSW Parliament

will be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.

- (iv) The following provisions will apply, as appropriate, to the activities considered to be essential for the efficient operation of the department:
- (a) recognition that the staff members are performing normal duties during the course;
 - (b) adjustment for the hours so worked under flexible working hours;
 - (c) payment of course fees;
 - (d) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
 - (e) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 57, Overtime, of this award.
- (v) The following provisions will apply, as appropriate, to the activities considered to be staff developmental and of benefit to the department or section
- (a) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (b) payment of course fees;
 - (c) reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
 - (d) such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (vi) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the department or section, special leave of up to 10 days per year will be granted to a staff member. If additional leave is required and the Department Head is able to release the staff member, such leave will be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- (vii) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this subclause.

55. Trade Union Activities

- (i) A trade union delegate will be released from the performance of normal departmental duty in respect of activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:
- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before
 - (1) meetings with management

- (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
 - (3) any other meeting with management, by agreement with management, where operational requirements allow the taking of such time;
 - (d) Giving evidence in court on behalf of the employer;
 - (e) Appearing as a witness before the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals;
 - (f) Representing their trade union at the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals as an advocate or as a Tribunal Member;
 - (g) Presenting information on the trade union and trade union activities at induction sessions for new staff of the department; and
 - (h) Distributing official trade union publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- (ii) Trade Union Activities regarded as Special Leave.

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:

- (a) annual or biennial conferences of the delegate's union;
 - (b) meetings of the union's Executive, Committee of Management or Councils;
 - (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - (d) attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
 - (e) attendance at meetings called by the Presiding Officer(s), as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the trade union;
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (i), (ii) and (iii) of this clause apply.
- (iii) Trade Union Training Courses - The following training courses will attract the grant of special leave as specified below:

- (a) accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members.

The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, will be negotiated between the Department Head and the relevant trade union under a local arrangement pursuant to clause 5, Local Arrangements, of this award.

- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:

- (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.
- (iv) Trade Union on Loan Arrangements - Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union: -
 - (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
 - (b) briefing counsel on behalf of the union;
 - (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
 - (d) country tours undertaken by a member of the Executive or Council of the trade union;
 - (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.
 - (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union: -
 - (1) the department will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the department will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
 - (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the trade union.
 - (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
 - (h) Limitation - On loan arrangements may apply to full-time or part time staff and are to be kept to the minimum time required. Where the trade union needs to extend an on loan arrangement, the trade union will approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
 - (i) Where the Department Head and the relevant trade union cannot agree on the on loan arrangement, the matter is to be referred to the Presiding Officer(s) for consultation with the Department Head and the trade union.

- (v) Period of Notice for Trade Union Activities - The Department Head must be notified in writing by the trade union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- (vi) Access to Facilities by Trade Union Delegates - The workplace will provide accredited delegates with reasonable access to the following facilities for authorised union activities:
 - (a) telephone, facsimile and, where available, e-mail facilities;
 - (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
 - (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.
- (vii) Responsibilities of the Trade Union Delegate - Responsibilities of the union delegate are to:
 - (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
 - (b) participate in the workplace consultative processes, as appropriate;
 - (c) follow the dispute settling procedure applicable in the workplace;
 - (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
 - (e) account for all time spent on authorised union business;
 - (f) when special leave is required, to apply for special leave in advance;
 - (g) distribute union literature/membership forms, under local arrangements negotiated between the Department Head and the relevant trade union; and
 - (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.
- (viii) Responsibilities of the Trade Union - Responsibilities of the Trade Union are to:
 - (a) provide written advice to the Department Head about a Trade Union activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
 - (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph (b) of subclause (ix) of this clause;
 - (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - (e) apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement; and
 - (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly;
 - (g) advise the employer of any leave taken by the trade union delegate during the on loan arrangement.

- (ix) Responsibilities of Workplace Management - Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:
- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - (b) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - (c) where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
 - (d) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - (e) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, apply the provisions of paragraph (d) of this subclause;
 - (f) continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - (g) verify with the union the time spent by a union delegate or delegates on union business, if required; and
 - (h) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, consult with the trade union before taking any remedial action.
 - (i) Advise the accredited delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session
- (x) Right of Entry - The right of entry provisions will be as prescribed under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* and the *Industrial Relations Act 1996*.
- (xi) Travelling and Other Costs of Trade Union Delegates
- (a) Except as specified in paragraph (c) of subclause (ix) of this clause, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
 - (b) In respect of meetings called by the workplace management in terms of paragraph (b) of subclause (ix) of this clause, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be paid, as appropriate, on the same conditions as apply under clause 19, Travel Allowances and clause 24, Allowance Payable for Use of Private Motor Vehicle, of this award.
 - (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the department, in respect of union activities covered by special leave or on duty activities provided for in this clause.
 - (d) The on loan arrangements will apply strictly as negotiated and no extra claims in respect of the period of on loan will be made on the department by the union or the staff member.
- (xii) Industrial Action
- (a) Provisions of the *Industrial Relations Act 1996* will apply to the right of union members to take lawful industrial action.

- (b) There will be no victimisation of staff members prior to, during or following such industrial action.
- (xiii) Consultation and Technological Change
- (a) There will be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and the trade unions represented in the department or section.
 - (b) Management will consult with the relevant trade union prior to the introduction of technological change.

56. Shift Work

- (i) Shift Loadings - A shift worker employed on a shift will be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:
 - Day - at or after 6am and before 10am Nil
 - Afternoon - at or after 10am and before 1pm 10%
 - Afternoon - at or after 1pm and before 4pm 12½%
 - Night - at or after 4pm and before 4am 15%
 - Night - at or after 4am and before 6am 10%
- (ii) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday will be deemed to have been worked on a Saturday, Sunday or Public Holiday and will be paid as such.
- (iii) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, will be paid for such shifts at ordinary time and one half.
- (iv) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, will be paid for such shifts at two times the rate for time worked.
- (v) Public Holidays -
 - (a) where a shift worker is required to and does work on a Public Holiday, the shift worker will be paid at two and a half times the rate for time worked. Such payment will be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
 - (b) a shift worker rostered off duty on a Public Holiday will be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- (vi) Rosters - Rosters covering a minimum period of 28 days, where practicable, will be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster will indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements will be made by the Department Head.
- (vii) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift will, where practicable, be given forty-eight (48) hours' notice of the proposed change.

- (viii) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts will be given.
- (ix) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker will be paid overtime until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (x) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (a) the completion of an ordinary rostered shift; or
 - (b) the completion of authorised overtime; or
 - (c) the completion of additional travelling time, if travelling on duty, but will not include time spent travelling to and from the workplace.
- (xi) Eight Consecutive Hours Break on Overtime -
 - (a) When overtime is necessary, wherever reasonably practicable, it will be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (xii) The rest period off duty will be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
- (xiii) Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker will be paid the normal rate for the shift.

57. Overtime

- (i) General
 - (a) A staff member may be directed by the Department Head or their delegate to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
 - (1) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to the staff member's health and safety,
 - (3) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - (4) the notice (if any) given by the Department Head or their delegate regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
 - (b) Payment for overtime will be made only where the staff member works directed overtime.
 - (c) Where a flexible working hours scheme is in operation, overtime will be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to Clause 5, Local Arrangement, of this Award provided that, on the day when overtime is required to be performed, the staff member will not be required by the

Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

- (d) Payment for overtime worked and/or on-call (standby) allowance will not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
 - (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance,
 - (e) Payment of overtime will not be made to staff defined as Members' staff in clause 2, Definitions, who receive an all incidence of employment allowance.
- (ii) Overtime
- (a) The provisions of this clause will not apply to:
 - (1) shift workers as defined in clause 2, Definitions, of this award and to whom provisions of subclauses (iii) of this clause apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the relevant trade union;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime; and
 - (5) staff members who receive an allowance in lieu of overtime.
 - (b) Rates - Overtime will be paid at the following rates:
 - (1) 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 staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 5, Local Arrangements, of this award apply;
 - (2) 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;
 - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
 - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (iii) Overtime Worked by Shift Workers
- (a) The following rates are payable for any overtime worked by shift workers and will be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
 - (1) Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, will be paid for at the rate of time and one half for the first two hours and double time thereafter.

- (2) Saturday - All overtime worked by shift workers on Saturday, will be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (3) Sunday - All overtime worked by shift workers on a Sunday will be paid for at the rate of double time.
 - (4) Public Holidays - All overtime worked on a public holiday will be paid for at the rate of double time and one half.
- (iv) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (v) A staff member who works overtime on a Saturday, Sunday or public holiday, will be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (vi) Rest Periods
- (a) A staff member who works overtime will be entitled to be absent until eight (8) consecutive hours have elapsed.
 - (b) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member will be paid at the appropriate overtime rate until released from duty. The staff member will then be entitled to eight (8) consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
 - (c) The provision of this clause, Rest periods, will not apply to sessional staff where the overtime and attendance at work and rest period of less than 8 hours is the result of a sitting of the Legislative Assembly or the Legislative Council.
- (vii) Recall to Duty
- (a) A staff member recalled to work overtime after leaving the employer's premises will be paid for a minimum of three (3) hours work at the appropriate overtime rates.
 - (b) The staff member will not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next callout period, payment will 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 will be calculated as one continuous period.
 - (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime will only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
 - (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
 - (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty will be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

- (g) This subclause will not apply in cases where it is customary for a staff member to return to the department's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances will not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.
- (viii) On call (Standby)
- (a) When a staff member is directed to be on call or on standby for a possible recall to duty, payment of an on call allowance will be made. Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this award, the rate shown in item 11 of Table 1 - Allowances, of Part B, Monetary Rates, will be made for the duration of on call (standby).
- (b) If a staff member who is on call and is called out by the Department, the applicable overtime provisions as set out in this Clause will 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 will be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.
- (ix) Meal Breaks on Overtime
- (a) Staff members not working flexible hours -A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, will be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, will be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.
- (x) Meal Allowances for Overtime
- (a) If an adequate meal is not provided by the department, a meal allowance will be paid by the department for meal breaks taken pursuant to subclause (ix) Meal Breaks on Overtime of this clause, provided the Department Head is satisfied that:
- (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the allowance for the meal will be at the rate specified in Item 11 of Table 1 - Allowances of Part B, Monetary Rates, as appropriate.

- (c) Notwithstanding the above provisions, nothing in this clause will prevent the Department Head and the relevant trade union(s) from negotiating different meal provisions under a local arrangement.
- (xi) Senior Staff payments:
- (a) A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, will be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.
- (b) Sessional Staff as defined in clause 2, Definitions, whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to the rate prescribed as the maximum for a clerk grade 8, as varied from time to time, will be entitled to payment of an allowance as set in item 12 Part B, Table 1 Allowances in lieu of overtime on each occasion they are required to work beyond 8.00 pm in sitting periods.
- (xii) The Department Head will grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (xiii) of this clause.
- (xiii) Leave In Lieu of Payment for overtime
- (a) A staff member who, at the direction of the Department Head works overtime, may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (b) The following provisions will apply to the leave in lieu: -
- (1) the staff member will advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
 - (2) the leave will be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - (3) the leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member. In such cases the conditions set out in clause 42, Sick Leave to Care for a Family Member, of this award apply;
 - (4) the leave will be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's department or section;
 - (5) leave in lieu accrued in respect of overtime will be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
 - (6) a staff member will be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (xiv) Calculation of Overtime
- (a) Unless a minimum payment in terms of subclause (v) of this clause applies, overtime will not be paid if the total period of overtime worked is less than a quarter of an hour.

- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis will be:

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

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis will be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{Normal hours of work}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time will be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

- (e) Overtime is not payable for time spent travelling.

(xv) Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances will be adjusted in accordance with the provisions contained in clause 35, Adjustment of Allowances, of this award.
- (b) Where an allowance under paragraph (a) of this subclause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head will approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance will not be made.
- (d) Receipts will be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(xvi) Provision of Transport

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause apply.

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of departments where knowledge of each particular situation will enable appropriate judgements to be made.

- (b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

- (c) Provision of Taxis

Where a staff member, other than a staff working rostered shifts, ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

58. Grievance and Dispute Settling Procedures

- (i) All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager will convene a meeting in order to resolve the grievance, dispute or difficulty within three (3) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or appointed deputy.
- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within three (3) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Presiding Officer(s) for consideration.
- (vii) If the matter remains unresolved, the Department Head will provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by their union.
- (ix) The staff member or the union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, union, department and Presiding Officer(s) will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

59. Anti-Discrimination

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

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

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

60. Existing Entitlements

The provisions of this award will not affect any entitlements existing in a department or section at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the relevant trade union.

61. Deduction of Union Membership Fees

- (i) The union will provide the Presiding Officers with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union will advise the Presiding Officers of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the union at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the Presiding Officers will deduct union fortnightly membership fees from the salary of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorized the Presiding Officers to make such deductions.
- (iv) Monies so deducted from staff members' salary will be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (v) Unless other arrangements are agreed to by the Presiding Officers and the union, all union membership fees will be deducted on a fortnightly basis.
- (vi) Where a staff member has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the staff member to make a fresh authorisation in order for such deductions to continue.

62. Secure Employment

(i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part time employees.

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part time employment in accordance with paragraph (ii)(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part time employment; and
 - (2) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee will convert to full-time or part time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) Work Health and Safety
- (a) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
 - (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (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;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (c) Nothing in this subclause (iii) 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*.
- (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (v) 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**MONETARY RATES****Table 1 – Allowances**

The allowances specified below are consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO) and Consumer Price Index for Sydney as at 1 July 2020;

Item No	Clause No	Description	Amount
1	Clause 21	Meal expenses on one day journeys: Capital cities and high cost country centres (see list in item 2)	Per day
	(a)	Breakfast	\$28.70
	(b)	Dinner	\$55.05
	(c)	Lunch	\$32.30
		Tier 2 and other country centres (see list in item 2)	
	(a)	Breakfast	\$25.75
	(b)	Dinner	\$50.65
	(c)	Lunch	\$29.35
2	Clause 19(ii)(c)(2)	Travelling allowances when staying in Non-Government Accommodation	
		Capital cities:	Per day
		Adelaide	\$293.45
		Brisbane	\$311.45
		Canberra	\$304.45
		Darwin	\$356.45
		Hobart	\$283.45
		Melbourne	\$309.45
		Perth	\$316.45
		Sydney	\$324.45
		High cost country centres	Per day
		Albany (WA)	\$315.45
		Alice Springs (NT)	\$286.45
		Ballarat (VIC)	\$287.45
		Bathurst (NSW)	\$271.45
		Bega (NSW)	\$281.45
		Benalla (VIC)	\$276.45
		Bendigo (VIC)	\$274.45
		Bordertown (SA)	\$285.45
		Bourke (NSW)	\$301.45
		Bright (VIC)	\$301.45
		Broken Hill (NSW)	\$280.45
		Broome (WA)	\$356.45
		Bunbury (WA)	\$291.45
		Burnie (TAS)	\$300.45
		Cairns (QLD)	\$289.45
		Carnarvon (WA)	\$292.45
		Castlemaine (VIC)	\$282.45
		Chinchilla (QLD)	\$279.45
		Christmas Island (WA)	\$326.45
		Cocos (Keeling) Islands (WA)	\$455.45
		Coffs Harbour (NSW)	\$276.45
		Colac (VIC)	\$274.45
		Dalby (QLD)	\$300.45
		Dampier (WA)	\$311.45
		Derby (WA)	\$306.45
		Devonport (TAS)	\$294.45
		Emerald (QLD)	\$292.45

	Esperance (WA)	\$296.45
	Exmouth (WA)	\$326.45
	Geraldton (WA)	\$301.45
	Gladstone (QLD)	\$291.45
	Gold Coast (QLD)	\$345.45
	Gosford (NSW)	\$276.45
	Halls Creek (WA)	\$306.45
	Hervey Bay (QLD)	\$293.45
	Horn Island (QLD)	\$336.45
	Horsham (VIC)	\$288.45
	Jabiru (NT)	\$352.45
	Kalgoorlie (WA)	\$308.45
	Karratha (WA)	\$351.45
	Katherine (NT)	\$294.45
	Kununurra (WA)	\$340.45
	Launceston (TAS)	\$277.45
	Mackay (QLD)	\$297.45
	Maitland (NSW)	\$288.45
	Mount Gambier (SA)	\$276.45
	Mount Isa (QLD)	\$296.45
	Mudgee (NSW)	\$286.45
	Muswellbrook (NSW)	\$284.45
	Newcastle (NSW)	\$310.45
	Newman (WA)	\$306.45
	Nhulunbuy (NT)	\$358.45
	Norfolk Island (NSW)	\$326.45
	Northam (WA)	\$279.45
	Orange (NSW)	\$291.45
	Port Hedland (WA)	\$311.45
	Port Lincoln (SA)	\$306.45
	Port Macquarie (NSW)	\$297.45
	Port Pirie (SA)	\$286.45
	Queanbeyan (NSW)	\$275.45
	Queenstown (TAS)	\$272.45
	Roma (QLD)	\$275.45
	Shepparton (VIC)	\$284.45
	Swan Hill (VIC)	\$272.45
	Tennant Creek (NT)	\$282.45
	Toowoomba (QLD)	\$280.45
	Thursday Island (QLD)	\$336.45
	Townsville (QLD)	\$279.45
	Wagga Wagga (NSW)	\$280.45
	Wangaratta (VIC)	\$278.45
	Weipa (QLD)	\$274.45
	Whyalla (SA)	\$281.45
	Wilpena-Pound (SA)	\$329.45
	Wollongong (NSW)	\$291.45
	Wonthaggi (VIC)	\$286.45
	Yulara (NT)	\$556.45
	Tier 2 Country Centres	Per Day
	Albury (NSW)	\$260.15
	Ararat (VIC)	\$260.15
	Armidale (NSW)	\$260.15
	Ayr (QLD)	\$260.15
	Bairnsdale (VIC)	\$260.15
	Bundaberg (QLD)	\$260.15
	Ceduna (SA)	\$260.15
	Charters Towers (QLD)	\$260.15
	Cobar (NSW)	\$260.15

		Cooma (NSW)	\$260.15
		Cowra (NSW)	\$260.15
		Dubbo (NSW)	\$260.15
		Echuca (VIC)	\$260.15
		Geelong (VIC)	\$260.15
		Goulburn (NSW)	\$260.15
		Grafton (NSW)	\$260.15
		Griffith (NSW)	\$260.15
		Gunnedah (NSW)	\$260.15
		Hamilton (VIC)	\$260.15
		Innisfail (QLD)	\$260.15
		Kadina (SA)	\$260.15
		Kingaroy (QLD)	\$260.15
		Lismore (NSW)	\$260.15
		Mildura (VIC)	\$260.15
		Naracoorte (SA)	\$260.15
		Nowra (NSW)	\$260.15
		Port Augusta (SA)	\$260.15
		Portland (VIC)	\$260.15
		Renmark (SA)	\$260.15
		Rockhampton (QLD)	\$260.15
		Sale (VIC)	\$260.15
		Seymour (VIC)	\$260.15
		Tamworth (NSW)	\$260.15
		Tumut (NSW)	\$260.15
		Warrnambool (VIC)	\$260.15
		Wodonga (VIC)	\$260.15
		Other country centres	\$240.15
3	Clause 19(ii)	Incidental expenses when claiming actual expenses - all locations	\$20.40
4	Clause 19(ii)(f)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	Clause 19	Government accommodation - Incidental expenses (per day)	\$20.40
6	Clause 24	Use of private motor vehicle:	Cents per kilometre
		Official business	72.0
		Casual rate (40% of official business rate)	28.8
		Motor cycle allowance (50% of official business rate)	36.0
		Towing trailer or horse float (13% of the official business rate)	9.36
7	Clause 57 (x)	Overtime meal allowances	
		Breakfast	\$31.95
		Lunch	\$31.95
		Dinner	\$31.95
8	Clause 33	Laundry allowance	\$5.10 per week

The allowances specified below are in accordance with the Crown Employees (Public Sector – Salaries 2021) Award as at 1 July 2021, or any variation or replacement award;

9	Clause 27	Community language allowance scheme - - Base Level Rate - Higher Level Rate	Per annum \$1482 pa \$2229 pa
10	Clause 29	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$955 pa \$1434 pa
11	Clause 31	On-call allowance (per hour)	\$1.02 per hour
12	Clause 57(xi)(b)	Allowance in lieu of overtime Sessional Staff above Clerk Grade 8 (per occasion)	\$421.90 per occasion

13	Clause 28	Flying Allowance	\$22.32 per hour
14	Clause 32	Service Increments Allowance	\$34.11 per annum

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES SOUND REPORTERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 180297 of 2021)

Before Commissioner Sloan

17 September 2021

REVIEWED AWARD

PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, PARTIES, ARRANGEMENT AND DEFINITIONS

1. Arrangement

PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, PARTIES, ARRANGEMENT AND DEFINITIONS

Clause No. Subject Matter

1. Arrangement
2. Introduction, Intentions and Commitments, Parties
3. Definitions

PART B - ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS

4. Salary and Classification Levels for Multi-Skilled Reporters and Sound Reporters Dual Remote
5. Competencies required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote.
6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote
7. Variation of Employment Conditions
8. Benefits and Efficiencies

PART C - TECHNOLOGICAL CHANGES

9. Response to Technological Changes

PART D - DISPUTE RESOLUTION, ANTI-DISCRIMINATION, Workplace HEALTH AND SAFETY, INCIDENCE AND DURATION

10. Grievance and Dispute Settling Procedures
11. Anti-Discrimination
12. Workplace Health and Safety
13. Crown Employees (Conditions of Employment) Award 2009 to Apply
14. Area, Incidence and Duration

2. Introduction, Intentions and Commitments, Parties

- 2.1 This Award will be known as the "Crown Employees (Sound Reporters) Award".
- 2.2 The intentions and commitments of this Award are to:
- 2.2.1 Provide a link between the competencies and the salaries of employees being trained for and holding the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote.
- 2.2.2 Provide the competencies, which must be held by each employee in order to progress through the classification structure.
- 2.3 The parties to this Award are the Department of Communities and Justice (Courts, Tribunal and Service Delivery Division), the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 This Award will be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Parties, Arrangement and Definitions
- Part B - Arrangements for Salary and Classification Levels
- Part C - Technological Changes
- Part D - Dispute Resolution, Anti-Discrimination, Workplace Health and Safety, Incidence and Duration.

3. Definitions

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

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

"Competencies" means the list of skills which must be possessed by the individual at the time of recruitment or acquired during the training period.

"Continuous Monitoring" means the actual recording of proceedings before two or more Courts or Tribunals simultaneously. "Micro pauses" form part of the continuous period.

"Department" means the Department of Communities and Justice (Courts, Tribunals and Service Delivery Division)

"Departmental standards" means the standards agreed to by the Department and the Association which form the basis for the production of transcript and monitoring and logging of proceedings.

"PSC" means the Public Service Commission, as established under the *Government Sector Employment Act 2013*.

"Log Notes" means the written or electronic record of the progress of proceedings.

"Monitoring" means to record the proceedings.

"Multi-Skilled Sound Reporter" means a reporter trained and able to perform the duties of both monitoring and logging court proceedings and transcribing court proceedings.

"Recruitment" means merit based recruitment in accordance with the provisions of the *Government Sector Employment Act 2013*.

“Remote Monitoring” means records from two or more court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards

"Reporting Services Branch" means a business centre of the Department of Communities and Justice.

"Sound Reporter Dual Remote" means a Multi-Skilled Sound Reporter who accurately records two or more court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards.

"Sound Reporter (monitor)" means a sound reporter who is trained and able to perform the duty of monitoring and logging court proceedings only.

"Sound Reporter (typist)" means a sound reporter who is trained and able to perform the duty of transcribing court proceedings only.

"Trainee Multi-Skilled Sound Reporter" means a temporary member of staff under a contract of employment who has gained a position as a result of recruitment action and is undergoing training in both monitoring and logging of court proceedings and the transcription of court proceeding.

"Transcribe" means to produce a typed record of recorded proceedings.

PART B - ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS

4. Salary and Classification Levels for Multi- Skilled Reporters and Sound Reporters Dual Remote

4.1 The following salary and classification structure will apply to those persons who are successful in being employed to the following positions:

Classification Level	Year	From first pay period on or after 1/7/21 \$
Trainee Multi-Skilled Sound Reporter	1	66,298
Multi-Skilled Sound Reporter	2	70,151
Multi-Skilled Sound Reporter	3	72,077
Multi-Skilled Sound Reporter	4	74,117
Multi-Skilled Sound Reporter	5	76,353
Sound Reporter Dual Remote		78,736

4.2 All salary rates will be set by the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement award. The rates contained in subclause 4.1 equate to those of Clerk, Grade 1, first year of service, Clerk Grades 2 to 3, and Clerk Grade 4, first year of service, of the Administrative and Clerical Officers - Salaries schedule of that Award.

4.3 These salary rates will be used to determine superannuation employer contributions made to each employee under this Award.

5. Competencies Required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

5.1 The following competencies must be met by Trainee Multi-Skilled Reporters to be eligible for appointment as a Multi-Skilled Sound Reporter. Upon completion of training and having met the following required competencies, permanent appointment will be confirmed:

5.1.1 Keyboard typing at fifty words per minute with ninety eight percent accuracy.

5.1.2 English literacy skills including punctuation, grammar and spelling with seventy five percent accuracy.

5.1.3 Satisfactorily transcribe five minutes from live court proceedings.

- 5.1.4 Undertake operation of in-court recording equipment to Departmental standards.
 - 5.1.5 Keep monitoring log notes to Departmental standards.
 - 5.1.6 Produce transcription production to Departmental standards.
 - 5.1.7 Demonstrate satisfactory conduct and services including the ability to work in a team, the ability to work in a high volume and demanding environment and the ability to follow reasonable instructions.
- 5.2 Trainee Multi-Skilled Sound Reporters who are able to demonstrate all the competencies listed in subclause 5.1 of this Award, at the conclusion of the training period, will be appointed as Multi-Skilled Sound Reporter Year 2, in accordance with subclause 4.1 of this Award.
- 5.3 In addition to the competencies to be met for the position of Multi-Skilled Sound Reporter, listed in subclause 5.1 of this Award, the following competencies must be met to qualify for appointment to the position of Sound Reporter Dual Remote:
- 5.3.1 Demonstrated ability to monitor proceedings in two or more courts simultaneously while maintaining concentration over protracted periods of time subject to the provisions of Clause 12 of this Award.
 - 5.3.2 Demonstrated superior knowledge of court room procedure.
 - 5.3.3 Demonstrated ability to work in isolation whilst monitoring and transcribing.
 - 5.3.4 Demonstrated ability to understand diverse voices, accents, languages, and meanings in the court.
 - 5.3.5 Demonstrated ability to work in the limited confines of a remote booth while maintaining physical dexterity.
- 5.4 Other competencies may be added to the position of Sound Recorder Dual Remote by agreement between the Department and the Association as the position of Sound Reporter Dual Remote evolves.

6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

- 6.1 Progression through Years 2 to 5 as shown in subclause 4.1 of this Award will be incremental and dependent upon satisfactory performance and conduct.
- 6.2 Incremental progression will be in accordance with the Government Sector Employment Regulation 2014.
- 6.3 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 1 at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 2, as set down in subclause 4.1 of this Award.
- 6.4 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the maximum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 4, as set down in subclause 4.1 of this Award.
- 6.5 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the minimum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 3, as set down in subclause 4.1 of this Award.
- 6.6 Employees of the Department who are qualified as Multi-Skilled Sound Reporters will be eligible to apply for the advertised positions of Sound Reporter Dual Remote. Multi-Skilled Sound Reporters will only progress to this level upon merit based appointment.
- 6.7 Applications for the positions of Sound Reporter Dual Remote will be on a voluntary basis.

- 6.8 External applicants may also apply and be recruited by the Department to be trained for the position of Sound Reporter Dual Remote. The Department will invite applications internally in the first instance in any recruitment process. Where the Department is unable to attract a sufficient field of applicants for the positions of Sound Reporter Dual Remote, external recruitment will proceed. Successful external applicants for the position of Sound Reporter Dual Remote will be eligible for temporary appointment at Year 1 as set down in subclause 4.1 of this Award. Upon completion of training and having attained all the required competencies set down in this Award, remuneration will be at the level of Sound Reporter Dual Remote.

7. Variation of Employment Conditions

- 7.1 Subject to the satisfactory conduct and performance of duties, the Department will not take any action to vary the employment of a Multi-Skilled Sound Reporter whilst there remains work to be performed which is associated with the duties of the Multi-Skilled Sound Reporter position. If the situation occurs where the work to be performed by a Multi-Skilled Sound Reporter no longer remains, the Department will follow the prevailing policies and procedures.
- 7.2 The Department may vary the location of the employment of Multi-Skilled Sound Reporters on a needs basis and in accordance with the agreed terms of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and other applicable industrial instruments.
- 7.3 Any internal applicant who is appointed to the position of Sound Reporter Dual Remote on the basis of competitive merit selection may return to their position which they occupied immediately before being appointed to a Sound Reporter Dual Remote at their request immediately if made within one month of their appointment.
- 7.4 Any appointee returning to their former position in accordance with subclause 7.3 of this Award will return to the grade and salary level which applied to them immediately before being appointed to the Sound Reporter Dual Remote position.

8. Benefits and Efficiencies

- 8.1 It is acknowledged by all parties to this Award that the following benefits and efficiencies will be achieved as a result of the effect of this Award:
- 8.1.1 Ability to convert Multi-Skilled Sound Reporter positions to Sound Reporter Dual Remote positions.
- 8.1.2 Reduction in the use of private contractors to undertake the work performed by staff covered by this Award
- 8.1.3 Improved staff skill development.
- 8.1.4 Creation of a progressive career path for employees.
- 8.1.5 Implementation of new technology.

PART C - TECHNOLOGICAL CHANGES

9. Response to Technological Changes

- 9.1 Technological change affects directly the service provided by the Reporting Services Branch ("RSB"), including the way the business is conducted, the scope and number of positions providing the service and the manner in which work is organised. It is vital to the ongoing success of RSB that opportunities presented by technology be identified and introduced continually. To enable this, Parties to this Award agree to:
- 9.1.1 In consultation with the Association, review the business whenever significant technological change occurs.

- 9.1.2 The review process will take into account the changes technology has brought to the business and the probable changes that technology may bring about in the next two year period.
- 9.1.3 Continually evaluate emerging technology and work practices in consultation with the Association, with a view to implementing these throughout the business.
- 9.1.4 Regular benchmarking exercises will be conducted to ensure that best practice in the delivery of reporting services is attained, consistent with the objectives of paragraph 9.1.3.

PART D - DISPUTE RESOLUTION, ANTI-DISCRIMINATION, WORKPLACE HEALTH AND SAFETY, INCIDENCE AND DURATION

10. Grievance and Dispute Settling Procedures

- 10.1 All grievances and disputes relating to the provisions of this award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 10.2 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.
- 10.3 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 Agency Head or delegate.
- 10.4 The immediate manager, or other appropriate officer, will 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.
- 10.5 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 will 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 Agency Head.
- 10.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 10.7 If the matter remains unresolved, the Agency Head will 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.
- 10.8 A staff member, at any stage, may request to be represented by the Association.
- 10.9 The staff member or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, Association, Department and Industrial Relations Secretary will agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under clause 10 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 an application to vary any provision of this Award, which by its terms or operation, has 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 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) and/or 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 legislation referred to in this clause.

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1997* 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."

12. Workplace Health and Safety

- 12.1 Subject to the outcome of any workplace health and safety risk assessment, the Department and the Association agree that a Sound Reporter Dual Remote is entitled to a break of two hours from continuous monitoring after four hours of continuous monitoring.
- 12.2 During the break from continuous monitoring referred to in subclause 12.1, a Sound Reporter Dual Remote may be deployed to perform other duties at the direction of the Department subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

13. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 will apply to this award. In the event of corresponding clauses the Crown Employees (Tipstaves to Justices) Award will supersede the Crown Employees (Public Service Conditions of Employment) Award 2009.

14. Area, Incidence and Duration

- 14.1 This award will apply to Sound Reporters employed by the Department of Communities and Justice (Courts, Tribunals and Service Delivery Division)
- 14.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Sound Reporters Award published 1 May 2020 (387 I.G. 984), as varied.
- 14.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 September 2021.
- 14.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

CLOTHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 201465 of 2021)

Before Commissioner Sloan

4 November 2021

REVIEWED AWARD**PART A****1. Title**

This award shall be known as the Clothing Trades (State) Award.

2. Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Locality
4.	Dispute Settlement Procedure
5.	Demarcation of Work
6.	Rates of Pay
7.	Absorption Commitment
8.	Skill Levels
9.	Apprentices or Improvers - Rates of Pay
10.	Apprenticeship and Improvership
11.	State Training Wage
12.	Aged, Infirm or Slow Workers
13.	Workers Eligible for a Supported Wage
14.	Hours of Employment
15.	Midday Meal Interval
16.	Overtime
17.	Meal Money
18.	Rest Period
19.	Mixed Functions
20.	Terms of Engagement
20A.	Deduction of Union Membership Fees
21.	Annual Leave
22.	Trade Union Training Leave
23.	Sick Leave
24.	Personal/Carer's Leave
25.	Payment By Results
26.	Casual Workers
26A.	Secure Employment
27.	Part-time Employees
28.	Holidays
29.	Payment for Work Done on Holidays
30.	Payment for Work Done on Sundays
31.	Contract Work

32. Outworkers
33. Registration of Employers
34. Entry and Inspection by Officers of Industrial Organisations
35. Time Book, Sheet or Records
36. Seating Accommodation
37. Amenities
38. First-aid Ambulance Chest
39. Award Posted
40. Industrial Committee
41. Shop Stewards and Representatives
42. Uniforms
43. Notice Boards
44. Protective Clothing
45. Tools of Trade
46. Disability Allowance
47. Bereavement Leave
48. Accident Pay
49. Jury Service
50. Blood Donors
51. Attendance at Hospital
52. Parental Leave
53. Introduction of Change
54. Redundancy
55. Superannuation
56. Enterprise Bargaining
57. Anti-Discrimination
58. Area, Incidence and Duration

Pseudo Clauses:

59. Appendix A - Form of Indenture of Apprenticeship
60. Appendix B - Form of Declaration - Amenities
61. Schedule A - Consultative Committees
62. Schedule B - Request to the Union by the Outworker to Reduce the Number of Hours Worked Part-time
63. Schedule C - Information to be Given to Outworkers
64. Schedule D - Broadbanding Arrangements*

*Former transitional wages classification system to facilitate the introduction of skill levels in 1994. Retained for historical reference only.

65. Schedule E - Procedure to be adopted in Developing an Enterprise Bargaining Agreement

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

3. Locality

This award shall apply in the State of New South Wales.

4. Dispute Settlement Procedure

Where a dispute arises, the following steps will be taken:

- 4.1 Step One - As soon as practicable after the issue or claim has arisen, it will be considered jointly by the appropriate supervisor, the worker or workers concerned and the Union delegate who will attempt to settle the dispute.
- 4.2 Step Two - If the dispute is not resolved, the issue or claim will be considered jointly by the appropriate senior management representative in conjunction with the Union delegate who will attempt to settle the dispute.
- 4.3 Step Three - If the dispute is not resolved, the issue or claim will be considered jointly by the employer and an official of the Union who will attempt to settle the dispute.
- 4.4 Step Four - If the dispute is not resolved, the dispute may then be notified to the Industrial Relations Commission of New South Wales. The parties may request that the matter be dealt with in accordance with clause 40, Industrial Committee, or by a member of the Commission who will resolve the dispute by conciliation or arbitration.

5. Demarcation of Work

5.1

- 5.1.1 In the manufacture of knitted piece goods and (excepting babywear) the making up there from of suits, coats, trousers, culottes, frocks, dresses, dressing gowns, tracksuits, slack suits, blouses, shorts, and/or like garments:

Where the knitting and making up are carried out by one employer in the same establishment, the knitting work will be subject to the Textile Industry (State) Award, and the work of making up to the Clothing Trades (State) Award.

- 5.1.2 In the manufacture of knitted piecegoods and the making up therefrom of all garments other than those specified in subclause 5.1.1:

Where the piecegoods are knitted by an employer and the making up is completed at the same or another establishment by that same employer, both the work of knitting of the piecegoods and making up will be subject to the Textile Industry (State) Award.

- 5.1.3 In the manufacture of knitted piecegoods and the making up of all garments:

Where piecegoods are knitted by one employer and garments are made up by another employer the knitting will be subject to the Textile Industry (State) Award and the work of making up will be subject to the Clothing Trades (State) Award.

- 5.2 Provided that in an establishment where the making up of knitted piecegoods constitutes such a minor amount of the employer's total operations so as to render the observance of subclause 5.1.1 unreasonable the employer may, on application to the Industrial Relations Commission of New South Wales, be exempt from the obligation to observe the provisions of the Clothing Trades (State) Award.

6. Rates of Pay

- 6.1 Adult rates of pay will be as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 6.2 Where such an employee has been absent from duty in a week in circumstances entitling the employee's employer to deduct payment for the time of non-attendance, the employee will be paid for the ordinary hours worked during such week at the rate of the said appropriate amount per week.

- 6.3 Calculations for overtime, payments by results rates, penalty rates, shift work and other payments under the award will be made at the rate prescribed by subclause 6.1 for the classification in which the employee is employed.
- 6.4 For the purpose of this clause, "overaward payment" is defined as the amount (whether it be termed "overaward payment", "attendance bonus", "payment by results bonus", "service increment", or any term whatsoever) which an employee would receive in excess of the award rate specified in subclause 6.1.
- 6.5 Examiner - An examiner is an employee required to examine for faults in the construction of any garment or part of a garment made or being made by other employees.
- 6.6 An employee who is the head of a table or bench of machines in charge of 4 or more employees must be paid an amount above their skill level rate of pay as follows;
- 6.6.1 if working in connection with order tailoring or order dress making, the amount set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 6.6.2 for all others, the amount set out in Item 2 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates.

7. Absorption Commitment

- 7.1 The rates of pay in this Award include the adjustments payable under the State Wage Case 2010. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
- (ii) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.
- 7.2 The rates in Tables 1 - Rates of Pay, and the rates in Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, will operate from the beginning of the first pay period to commence on or after 16 December 2010.

8. Skill Levels

Trainee - Employees at this level:

Will be new entrants into the industry.

Will for a period of up to three months undergo approved (including induction) training so as to enable them to achieve the level of competence⁹ required to be classified at Skill Level 1.

Will work under the following conditions:

- Totally defined procedures and methods;
- Constant direct supervision;
- Constant direct training;
- Progressive assessment and feedback.

Training for new entrants will be determined in accordance with the needs of the enterprise, but will involve instruction aimed at assisting trainees to achieve the range of competencies required at Skill Level 1, including:

- The knowledge and skills required to apply relevant Work Health and Safety practices and procedures.

- The knowledge and skills required to apply specified quality control²⁰ standards to their own work.
- The knowledge and skills required to apply specified operation practices and procedures and to meet efficiency requirements.
- The knowledge and skills required to apply minor equipment/machine maintenance¹⁷ relevant to the equipment involved in the performance of their own work.

Skill Level 1 - Employees at this level:

1. Will work to defined procedures/methods ¹⁴ either individually or in a team environment; and
2. Will exercise skills to perform basic tasks ¹; and
3. Will be aware of and apply basic quality control skills in the receipt and completion of their own work to the specified quality standards ²³

In addition, according to the needs and operational requirements of the enterprise, employees at this level

4. May be required to exercise the skills necessary to assist in providing basic on-the-job instruction ¹⁸ by way of demonstration and explanation;
5. May be required to record basic information on production and/or quality indicators ²² as required;
6. May be required to work in a team environment ²⁴;
7. May be required to apply minor equipment/machine maintenance;
8. May be required to exercise key pad skills ¹¹;
9. May be required to exercise the level of English literacy and numeracy skills to effectively perform their tasks;
10. May commence training in additional skills required to advance to a higher skill level.

Skill Level 2 - Employees at this level exercise the skills required to be graded at Skill Level 1; and

1. Will work to defined procedures/methods, either individually or in a team environment; and
2. Will exercise the skills to perform intermediate tasks ²; and
3. Will understand and apply quality control skills in their own work and component parts ¹⁰ (including understanding of the likely cause(s) of deviations to specified quality standards in their own work).

In addition, according to the needs and operational requirements of the enterprise, employees at this level:

4. May be required to exercise the skill necessary to assist in providing on-the- job instruction to employees in skills required at Skill Level 2 and below by way of demonstration and explanation;
5. May be required to record detailed information in production and/or quality indicators as required;
6. May be required to exercise team work skills;
7. May be required to identify and rectify minor equipment/machine faults, and report problems that cannot be rectified to a mechanic or supervisor;

8. May be required to exercise basic computer skills 12;
9. May commence training in additional skills required to advance to a higher skill level.

Skill Level 3 - Employees at this level exercise the skills required to be graded at Skill Level 2; and

1. Will exercise discretion, initiative and judgement on the job in their own work, either individually or in a team environment; and
2. Will exercise skills to:
 - (a) perform a complex task(s) 3 or
 - (b) perform a series of different operations on a machine(s) 4,5 or
 - (c) use a variety of machine types 6 three of which require the exercise of level 2 skills and
3. (a) Will be responsible for quality assurance¹⁹ in their own work and assembly of component parts including having an understanding of how this work relates to subsequent production processes and its contribution to the final appearance of the garment.

In addition, according to the needs and operational requirements of the enterprise, employees at this level:
 - (b) May be required to investigate causes of quality deviations 21 to specified standards and recommend preventative action.
4. May be required to exercise the skills necessary to assist in providing on-the-job instruction to employees in skills required at Skill Level 3 and below by way of demonstration and explanation.
5. May be required to record detailed information on, and recommend improvements to, production and/or quality.
6. May be required to take a co-ordinating role 13 for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 3 and below.
7. May be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults).
8. May commence training in additional skills required to advance to a higher skill level.

Skill Level 4 - Employees at this level exercise the skills required to be graded at Skill Level 3 and have a comprehensive knowledge of product construction. Employees at this level will also:

* Apply skills and knowledge, equivalent to that of a qualified tradesperson, that have been acquired as a result of training or experience; or

* Hold a relevant trade certificate; and

1. Will work largely independently 15 (including developing and carrying out of a work plan to specifications), and
2. Will exercise a range of skills involving planning, investigation and resolution of problems, and/or training and/or supervision, and/or specialised technical tasks, or shall make a whole garment to specifications, or exercise equivalent skills 7. In addition, according to the needs and operational requirements of the enterprise, employees at this level:

3. May be required to apply quality control/assurance techniques to their work group or team.
4. May have designated responsibility¹⁶ for the training of other employees (and if so shall be trained trainers).
5. May be responsible for quality and production records relating to their own work group or team.
6. May be required to take a co-ordinating role for a group of workers or in a team environment (which includes contributing to the identification and resolution of the problems of others and assisting in defining work group procedures and methods), where the members of the group or team are at Skill Level 4 and below.
7. May be required to exercise advanced equipment maintenance and problem solving skills (including identification of major equipment faults and organisation or performance of necessary repair).
8. May commence training in additional skills required to advance to a higher skill level.

Explanation of Terms -

1. **Basic Tasks** - Uncomplicated tasks which are easily learned and involve little decision making whether machine or non- machine.
Basic machine tasks are those where the positioning of the work may be controlled by guidebars and sensor lights, or other such guiding devices or where there is uncomplicated feeding of the fabric.
2. **Intermediate Tasks** - Tasks which are more difficult to learn, involve more decision making than Skill Level 1 tasks and which may require fabric knowledge, whether machine or non-machine. Intermediate machine tasks require skill in positioning, feeding and handling of work involving directional changes, contouring or critical stopping points, or require feeding and handling skills beyond those of a Skill Level 1 operator because of fabric variation. Intermediate non-machine tasks require skills to perform a sequence of related tasks.
3. **Complex Tasks** - Tasks which are more difficult to learn and involve a higher level of decision making than Skill Level 2 tasks, whether machine or non-machine.
Complex machine tasks require fabric manipulation skills and knowledge beyond those of a Skill Level 2 operator to perform more difficult tasks or to handle and align the sections while ensuring correct shaping of the end result because of the complexity of combining parts or because of frequent variation in fabrics.
4. **Series of different operations on a machine(s)** - Performing a sequence of different operations on a machine(s) to complete the majority of a complex garment.
5. **Machine** - Any piece of equipment which performs a significant part of an operation in:
designing/grading of patterns;
marker spreading;
spreading of fabric;
cutting, sewing, finishing, pressing and packaging of products,
and which is powered by an external source, i.e., electricity, steam or compressed air or combinations of these.
Hand tools are not machines and refer to those items which are primarily powered by the operator, e.g., scissors, shears, staplers, tagging guns and tape dispensers.
6. **Variety of machine types** - Three or more different types of machines which are sufficiently different in their operation to require the exercise of different skills (i.e., a button holer and a button sewer are the same machine type for this purpose, whereas a button holer and an overlocker are different machine types).

7. Whole garment machinist or equivalent skills - A machinist who works largely independently in producing a complex garment from written specifications and patterns. Examples of "equivalent skills" include:

sample machinist;

a machinist who performs each of the operations required to complete a complex whole garment from specifications;

a fully multi-skilled machinist who is required to perform any of the operations involved in the making of a complex whole garment to specification.
8. Skill - The application of a combination of abilities, knowledge and attributes to competently perform a given activity or activities.
9. Competence - The ability to perform a particular activity or activities to a prescribed standard (or standards) and under a prescribed set of circumstances.
10. Component parts - The parts of the product which the operator receives in order to perform the operator's job.
11. Key pad skills - Ability to use a small panel of keys, either numerical or with symbols, to operate equipment.
12. Basic computer skills - Use of a computer to enter, retrieve and interpret data.
13. Co-ordinating role - A role which involves responsibility for organising and bringing together the work and resource requirements of a work group or team.
14. Defined procedures/methods - Specific instructions outlining how an operator is to do the operator's job.
15. Largely independently - Where the employee is accountable for the employee's own results including:

carrying out assigned task;

co-ordinating processes;

setting and working to deadlines.
16. Designated responsibility - Identified by management as a person with a specific role or responsibility.
17. Minor equipment/machine maintenance - Includes cleaning and minor adjustments to the equipment involved. In the case of sewing machines, for example, it may include:

changing needles;

cleaning;

lubrication;

tension and stitch adjustment.
18. On-the-job instruction - Demonstrating, showing, explaining and/or guiding other employees as to how to perform a particular task or operation to a competent standard.

19. Quality assurance - The overall system and plans used to provide confidence that goods and services will satisfy given requirements.
20. Quality control - The activities used to check that materials and products meet quality specification; includes the grading of product into acceptable and unacceptable categories.
21. Quality deviations - Departures from a quality standard.
22. Quality indicators - Information used to determine whether a quality standard has been met.
23. Specified quality standards - Detailed standards against which quality is measured.
24. Team environment - An environment involving work arrangements in which a group of people work closely, flexibly and in co-operation with each other to ensure efficient and effective performance.

9. Apprentices or Improvers - Rates of Pay

The minimum weekly rates of wages to be paid to apprentices or improvers will be as follows:

9.1 Apprentices - All groups in the industry -

	Percentage of Skill Level 4
1st year -	
1st six months	50
2nd six months	55
2nd year -	
1st six months	60
2nd six months	65
3rd year -	
1st six months	70
2nd six months	75
4th year -	
1st six months	80
2nd six months	85
Thereafter - the appropriate adult rate.	

9.2 Improvers - All groups in the industry -

	Percentage of Skill Level 2
16 years and under	50
16.5 years	55
17 years	60
17.5 years	65
18 years	69
18.5 years	72
19 years	75
19.5 years	80
20 years	85

The percentage wages set out in subclauses 9.1 and 9.2 will be calculated in multiples of 5 cents, amounts of 2 cents or less being taken to the lower multiple and amounts in excess of 2 cents being taken to the higher multiple. Provided that any improver:

- 9.2.1 with at least three years' and not more than four years' experience in the clothing trades industry will be paid not less than the percentage of the appropriate rate for a 20 year old improver;
 - 9.2.2 after four years' experience in the clothing trades industry will be paid the appropriate rate for an adult employee respectively in the classification in which the employee is employed;
 - 9.2.3 having attained 20 years of age and who has had more than two years' experience in the clothing trades industry will be paid the appropriate adult rate.
- 9.3 Time served by an apprentice or improver in the clothing trades industry or similar experience in the textile industry or in any full-time government sponsored training course which is approved by the appropriate State Industry Training Committee will be counted as experience for the purpose of apprenticeship or improvership, both as regards wages and the terms to be served in respect of the continuation of the employment of such apprentice or improver. Provided that such person having attained the age of 21 years will, unless that person is the holder of a permit granted pursuant to clause 12, Aged, Infirm or Slow Workers, be paid the wage herein prescribed for an adult employee.
- 9.4 Limitation - only employees of skill level 3 or greater will work on a Hoffman type manually operated press.

10. Apprenticeship and Improvership

10.1 Apprenticeship

10.1.1 Subject to subclause 10.2 an employer will not employ improvers in the following classifications of this award otherwise than under an indenture of apprenticeship as hereinafter provided:

Group A - Order Tailoring for Males - Adult Classification -

Cutter marking in and/or cutting out

Tailor or tailoress (as defined)

Group B - Order Tailoring for Females - Adult Classification -

Cutter marking in and/or cutting out

Tailor or tailoress (as defined)

- 10.1.2 Employees other than those referred to in subclause 10.1.1 may be apprenticed, and if engaged as apprentices will be engaged under an indenture of apprenticeship.
- 10.1.3 Apprentices shall be indentured in accordance with Appendix "A" (Form of Indenture of Apprenticeship) and the said indenture will be subject to any variation hereof. A copy of the indenture will be lodged by the employer with the Industrial Registrar.
- 10.1.4 It will be the duty of the employer to see that the form of indenture of any apprentice is duly completed and to deliver to the apprentice a complete original copy within seven days of it being signed by the parties.
- 10.1.5 The proportion of apprentices who may be taken on by an employer will be one to each employee of the classification referred to in subclause 10.1.1 receiving the adult rate.
- 10.1.6 The term of an apprenticeship will be four years.

- 10.1.7 Juniors may be taken on probation for three months and, if apprenticed, such time will count as part of the term of apprenticeship.
- 10.1.8 An apprentice who cannot complete the full term of apprenticeship before reaching their twenty-second birthday may, by agreement with the employer, serve as an apprentice until the apprentice reaches the age of 23 years.
- 10.1.9 An indenture of apprenticeship may be assigned, suspended or cancelled:
- (i) by mutual consent of the parties after seven days' notice by either party; or
 - (ii) by the employer (subject to the approval of the Industrial Committee) if through lack of orders or financial difficulties:
 - (1) the employer is unable to find suitable employment for the employer's apprentice; or
 - (2) the employer is desirous of transferring the apprentice to another employer but such transfer cannot be arranged; or
 - (iii) by the Industrial Committee.
- 10.1.10 Where existing indentures are inconsistent with indentures herein prescribed the existing indenture be deemed to be amended accordingly.
- 10.1.11 Attendance at Technical Schools - Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct will be reimbursed all fees paid by them.
- 10.1.12 Operation of State Laws - In New South Wales any statute relating to apprentices or any authority with statutory power which has issued or may issue any regulations relating to apprentices, including any provisions relating to proficiency payments, will operate provided that the provisions thereof are not inconsistent with this award.

The provisions of any statute, award or regulation relative to the attendance of apprentices at technical schools during ordinary working hours or to disciplinary powers of apprenticeship authorities over apprentices and employer will not be deemed to be inconsistent with this award.

- 10.2 Improvership - Subject to paragraph 10.1.1 improvers may be employed by an employer in any section of the industry. The proportion of improvers who may be employed by an employer will be: two to each employee within that classification receiving the adult rate.
- 10.3 Calculation of Proportion - In calculating the proportion of the number of employees receiving the adult rate working proprietors will be included. Each classification will be considered separately and a proprietor will be counted in only one classification.

11. State Training Wage

The parties to this award will observe the terms of the Training Wage (State) Award 2002, as amended. Each breach of the Training Wage (State) Award 2002 is a distinct and separate breach of this clause.

12. Aged, Infirm or Slow Workers

- 12.1 Any person who by reason of age, inability or infirmity is not capable of performing all the duties ordinarily required of the person's position may be employed at a rate less than the rate fixed in this award with the consent in writing of the Secretary of the Union or the Industrial Registrar or Deputy Industrial Registrar. The consent must state the name of the person to be employed, the nature of the proposed employment, the name of the employer, the wages to be paid and the grounds upon which the consent is given. Each consent shall relate to one employee only and will state a term of not longer than six months.

- 12.2 When the Industrial Registrar or Deputy Industrial Registrar has issued a permit, the Industrial Registrar or Deputy Industrial Registrar (as the case may be) will notify the Secretary of the Union.

13. Workers Eligible for a Supported Wage

- 13.1 This clause defines the conditions which will apply to employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:

13.1.1 "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

13.1.2 "Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's production capacity within the Supported Wage System.

13.1.3 "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.

13.1.4 "Assessment instrument" means the forms provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

- 13.2 Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension. This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provisions of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

This award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12(A) of the *Disability Services Act 1986* or, if a part only has received recognition, that part.

- 13.3 Supported Wage Rates - Employees to whom this clause applies will be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing, according to the following schedule:

Percentage Assessed Capacity (subclause 13.4)	Percentage of Prescribed Award Rate
*10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

(Provided that the minimum amount payable shall not be less than \$89 per week.)

*Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

13.4 Assessment of Capacity - For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

13.4.1 the employer and the Union in conjunction with the employee or, if desired by any of these:

13.4.2 the employer and an accredited assessor from a panel agreed by the parties to the award and the employee.

13.5 Lodgement of Assessment Instrument

13.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.

13.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment; provided that, where the Union is not a party to the assessment, it will be referred by the said Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

13.6 Review of Assessment - The assessment of the applicable percentage should be subject to annual review, or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

13.7 Other Terms and Conditions of Employment - Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

13.8 Workplace Adjustment - An employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation, in consultation with other workers in the area.

13.9 Trial Period -

13.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

13.9.2 During the trial period, the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.

13.9.3 The minimum amount payable to the employee during the trial period will be no less than \$89 per week.

13.9.4 Work trials should include induction or training as appropriate to the job being trialled.

13.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause 13.4.

13.10 Provided that any person currently employed under the provisions of clause 12, Aged, Infirm or Slow Workers, at a rate fixed with the consent of the Secretary of the Union or of the Industrial Committee should continue to be paid at that rate as if the insertion of this clause had not been made.

14. Hours of Employment

14.1

14.1.1 Subject to any clause of this award which prescribes otherwise, all employees other than casual employees and part-time employees will be engaged by the week. Except where an arrangement has been made in accordance with 14.1.2, 38 hours shall constitute a week's work to be worked within five days, Monday to Friday, inclusive, and within the following hours: time of beginning 6.00 a.m. time of ending 6.00 p.m. No employee will be rostered for duty for longer than eight hours without payment of overtime unless an arrangement has been made in accordance with the last proviso to this subclause. Provided further that any other starting and finishing times, other than those herein prescribed, and the number of hours in excess of eight on any day which may be worked without the payment of overtime, may be agreed upon by the employer and at least 75 per cent of the employees concerned and assented to by the Union in writing or as approved by the Industrial Committee.

14.1.2 Subject to the daily limitations prescribed in paragraph 14.1.1, where the employer and a majority of employees agree, the hours of work may be arranged by any one of the following methods:

- (i) By working shorter hours on one or more days of each week.
- (ii) Fix a day on which all employees will be off during a particular work cycle.
- (iii) Roster employees off on various days of the week during a particular work cycle.
- (iv) Where employees are entitled to a rostered day or days off in accordance with paragraphs 14.1.2(ii) or 14.1.2(iii), the employer will notify such employees at least four weeks in advance of the weekday the employee is to take off. Where an employee has not accumulated a full day's entitlement when a rostered day off occurs, such employee will for that day receive payment for the actual time accrued.
- (v) Where the employer and the employees agree, rostered days off may accumulate to a maximum of seven days which will be taken in one or two continuous periods within one month of such accrual.

Notwithstanding this, accumulated rostered days off may be taken in more than two continuous periods by agreement in writing from the Secretary of the Union.

(vi) Where an arrangement is made in accordance with this clause, starting and finishing times and the daily and weekly hours so determined will constitute the ordinary working hours and work performed outside or in excess of such times and hours will constitute overtime for the purpose of this award.

(vii)

- (1) An employer, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with an arrangement pursuant to paragraph 14.1.2 for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (2) An individual employee, with the agreement of the employer, may substitute the day they are to take off for another day.

(viii) Where an employer wishes to arrange working hours by fixing a day on which all employees will be off during a particular work cycle the employer shall approach the Secretary of the Union to seek the agreement of the Union. The Secretary will not unnecessarily withhold such agreement.

- 14.2 Except in the case of an emergency, the employer will give one week's notice of any alteration to the starting and ceasing times of ordinary work.
- 14.3 The ordinary working hours will be prominently displayed in each workshop or factory.
- 14.4 Shift Work - Permanent Press Plant - Employees working as hot head press operators and curing oven attendants directly connected with the operation of permanent press plant may be employed on afternoon shifts, subject to the following conditions:
- 14.4.1 An afternoon shift shall only be introduced by an employer subject to the matter being referred to the Industrial Relations Commission of New South Wales and approval obtained.
- 14.4.2 "Afternoon shift" will mean a shift finishing after 6.00 p.m. but not later than midnight.
- 14.4.3 An employee when working on such afternoon shift will be paid as follows:
- (i) when on time work, at the employee's ordinary rate plus 15 per cent;
 - (ii) when under any system of payment by results, the employee's earnings under such system plus an additional amount of 15 per cent.
- 14.4.4 Any time worked by a shift worker in excess of eight hours in any one day or 38 hours in any one week, will be paid for at the penalty rates prescribed in clause 16, Overtime.
- 14.4.5 Twenty minutes will be allowed to afternoon shift workers each shift for crib which will be counted as time worked and which will be arranged at a convenient time as near as practicable to the middle of the shift.
- 14.4.6 Shift workers will not receive the shift penalty prescribed in 14.4.3 in respect of payment for sick leave, public holidays or annual leave.
- 14.5
- 14.5.1 Shift Work - Adult employees employed by the employer(s) listed in paragraph 14.5.2 may be employed on a weekly afternoon shift basis, subject to the following conditions which have been agreed between the Union and the aforesaid employer(s):
- (i) For the purpose of this subclause, "afternoon shift" will mean a shift finishing after 5.00 p.m. but not later than 11.00 p.m.
 - (ii) Part-time employees may be employed to work on afternoon shift for a lesser number of hours per week than 38.
 - (iii) Part-time employees employed under subparagraph 14.5.1(ii) will be employed subject to the terms and conditions of clause 27, Part-time Employees.
 - (iv) An employee when working afternoon shift will, in addition to the employee's ordinary rate, be paid in respect of each hour an amount equivalent to 22.5 per cent of the rate applicable to the work performed.
 - (v) Any time worked by a shift worker in excess of 7.6 hours in any one day or 38 hours in any one week will be paid for at the penalty rates prescribed in clause 16, Overtime, provided that the number of hours worked on any day may exceed 7.6 hours without the payment of overtime if such hours are worked in accordance with a program of working hours agreed upon by the employer and the employees concerned and assented to by the Union in writing.

(vi)

- (1) For a shift of greater than five hours' duration, twenty minutes will be allowed to employees on an afternoon shift for a break, which will be counted as time worked, and which will be arranged at a convenient time as near as practicable to the middle of the shift.
- (2) For a shift of five hours or less duration, fifteen minutes will be allowed to employees on an afternoon shift for a break, which will be counted as time worked, and which will be arranged at a convenient time as near as practicable to the middle of the shift.

(vii)

- (1) In the case of absenteeism or other emergency situation, an employee who is not usually engaged on an afternoon shift basis, and who is required to work shift work on a temporary basis, will, in addition to the employee's ordinary rate of pay, be paid one thirty-eighth of the rate prescribed in subclause 14.5.1(iv), for each hour worked on afternoon shift. Provided any time worked on any afternoon shift on that day by an employee who had already completed a shift on that day will be paid for at the overtime penalty rates prescribed by the said clause 16 of this award.
 - (2) An employee being recalled to work overtime in accordance with subparagraph 14.5.1(vii)(1) after leaving the employer's business premises will be paid a minimum of four hours' work at the appropriate overtime rate for each time the employee is so recalled.
- (3) When an employee working overtime on a shift in accordance with subparagraph 14.5.1(vii)(1) or 14.5.1(vii)(2) for which the employee has not been regularly rostered, finishes work at a time when the employee's usual or other reasonable means of transport are not available, the employer will provide the employee with conveyance to the employee's home or pay the employee's ordinary wages for the time reasonably occupied in reaching the employee's home.

- (viii) In relation to the matter of transfers between afternoon shift and ordinary working hours, the employer will give preference to all employees who have notified in writing to the employer their desire for such transfer.

Provided that the employer will be excused from the obligation to give preference in accordance with this paragraph in the case of any particular vacant situation where the employer has reasonable grounds to believe (and does believe) that the employee(s) desirous of transfer are unsuitable for performing the duties of that vacant position.

14.5.2 Employers the subject of this subclause are listed below:

(NOTE: None listed as at date of gazettal.)

14.5.3 Procedure to be followed by employers who wish to be covered by this clause is as follows:

- (i) An employer who wishes to employ employees on a weekly afternoon basis will write to the Secretary of the Union seeking the agreement of the Union.

The Secretary of the Union will deal expeditiously with the request for shiftwork and if agreement is reached will confirm that agreement in writing to the employer.

15. Midday Meal Interval

15.1 An interval of not more than one hour and not less than 30 minutes will be allowed for the midday meal.

- 15.2 The meal interval will be observed between the hours of 11.30 a.m. and 2.00 p.m.
- 15.3 An employer will be in breach of the award if they allow an employee to perform any work during that employee's meal time.

16. Overtime

- 16.1 All time worked by a weekly employee, including a part-time employee, in excess of the employee's normal number of daily hours or outside the daily limits prescribed in clause 14, Hours of Employment, will be paid for at the rate of time and a half for the first three hours and double time thereafter. Each day will stand alone for the purpose of calculating overtime and any overtime worked on any day of the week will be paid for on a daily basis.
- 16.2 An employee paid under any system of payment by results, when working overtime, will be paid, in addition to the ordinary earnings paid under such system for work done in excess time, such sum per hour as is equivalent to the award rate divided by 76. Provided that, for work in excess of three hours' overtime on any day, the employee will be paid, in addition to ordinary earnings, such sum per hour as equivalent to the award rate divided by 38.
- 16.3 Requirement to work reasonable overtime
- 16.3.1 Subject to paragraph 16.3.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 16.3.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 16.3.3 For the purposes of paragraph 16.3.2 what is unreasonable or otherwise will be determined having regard to:
- (a) Any risk to employee health and safety;
 - (b) The employee's personal circumstances including any family and carer responsibilities;
 - (c) The needs of the workplace or enterprise;
 - (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
 - (e) Any other relevant matter.
- 16.3.4 The Union will not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with this subclause.
- 16.4 No employee under the age of 16 years will be employed on overtime beyond 6.00 p.m.
- 16.5 An employee required to work for longer than one and a half hours after the usual ceasing time will be allowed at least 30 minutes for a meal break. Provided that this provision will not apply to employees on any day where there is an early ceasing time, unless a total of five and a half hours or more, inclusive of overtime, is to be worked following the midday meal break.
- 16.6 An employee, other than an employee subject to subclause 16.5, who is required to work overtime for more than one hour beyond the ordinary ceasing time on any day, other than on a working day of less than eight ordinary hours, will be entitled to a rest period of ten minutes paid for at the appropriate rate.

17. Meal Money

- 17.1 Subject to subclause 17.3, an employee required to work overtime for more than one hour after the employee's usual ceasing time or beyond 6.00 p.m. (whichever is the later) on any day, Monday to

Friday inclusive, will either be supplied with an adequate recognised evening meal by the employer from an established canteen on the premises or paid as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in lieu thereof.

- 17.2 If the notice is given and overtime is not worked (except as a result of a breakdown in machinery or plant) the tea money prescribed herein will be paid.
- 17.3 An employee who works under an arrangement set in accordance with paragraph 14.1.2 which provides for that employee to cease ordinary hours of work early on a Friday, will not be entitled to receive a meal allowance or be supplied with an adequate meal pursuant to this clause in respect of any period of overtime in excess of one hour carried out on that Friday where such overtime is completed before 6.00 p.m. on that day.

18. Rest Period

- 18.1 Employees will be entitled to two daily rest periods, each of ten minutes, without loss of pay.
- 18.2 These rest periods must be taken between the hours of 9.30 a.m. and 11.00 a.m., and 2.30 p.m. and 4.00 p.m., at the discretion of the employer.
- 18.3 In the circumstances where a rest period would otherwise occur after the cessation of an employee's daily work, such rest period will occur prior to the cessation of work.
- 18.4 During such rest periods, employees may leave their work stations but may not leave the premises.

19. Mixed Functions

- 19.1 The following conditions will apply to an employee engaged on time work and employed for various periods on duties carrying a higher rate than the employee's ordinary classification:
- 19.1.1 For two hours or less of one day, payment will be at the higher rate for the time so worked.
- 19.1.2 For more than two hours of one day, payment will be at the higher rate for such day.
- 19.1.3 For more than two days of a week, payment will be at the higher rate for the full week.
- 19.2 Where an employee engaged on time work is employed on higher tasks than the employee is normally employed, the employer will keep an accurate record of the time worked by such an employee on each class of work. In the absence of an accurate record, the employee will be entitled to the higher rate of pay for the whole of the week.

20. Terms of Engagement

- 20.1 Method of Engagement - Subject to the provisions of this award, employees may be engaged either on a weekly (including part-time) or a casual basis.
- 20.2 Termination of Employment -
- 20.2.1 Notice of termination by employer -

(i)

- (1) In order to terminate the employment of an employee, the employer will give to the employee the following notice (except where the employment is terminated in accordance with subparagraph 20.2.1(i)(2)):

Period of Continuous Service	Period of Notice
1 year or less	1 week
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

- (2) Where an employer terminates the employment of an employee for reasons arising from "technology" in accordance with paragraph 53.1.1, and that employer employs more than 15 employees immediately prior to the termination of employment, the employer will give to the employee three months' notice of termination. (This period of notice to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.)
- (ii) In addition to the notice in subclause 20.2.1(i), employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, will be entitled to an additional week's notice (except where the employment is terminated in accordance with subparagraph 20.2.1(i)(2)).
- (iii) Payment in lieu of the notice prescribed in subparagraphs 20.2.1(i) and/or 20.2.1(ii), will 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.
- (iv) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employee's employment not been terminated, will be used.
- (v) The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (vi) For the purpose of this clause notice given not later than 10.00 a.m. on any day will be regarded as a full day's notice, otherwise a further day's notice is required.
- (vii) For the purposes of this clause, continuity of service will be calculated in the manner prescribed by 21.4, Calculation of Continuous Service, of clause 21, Annual Leave.
- (viii) When employment is terminated by an employer, the employer will, upon the date of such termination, pay to the employee (weekly or piece worker) all monies due to him or her. When employment is terminated by an employee in accordance with the terms of this award the employer will, upon the date of termination, pay the employee (weekly or piece worker) all monies due to him or her. Monies due will include a payment in lieu for any time which may have accrued in accordance with an arrangement pursuant to 14.1.2, Hours of Employment.
- (ix) An employee will not be given notice or dismissed, except for misconduct, whilst legitimately absent from duty on accrued sick leave or on annual leave, and the days on which an employee is absent from duty on account of such sick leave or annual leave will not be counted as within a working week's notice for the purpose of this award, unless, in the case of sick leave, an employee had been given notice prior to the employer being informed that paid sick leave was to be taken. Alternatively, an employee will not be entitled to give an employer notice while absent on account of paid sick leave and paid annual leave.
- (1) Notice of Termination by Employee - The notice of termination required to be given by an employee will be the same as that required of an employer, save and except that there will be no additional notice based on the age of the employee concerned. If an employee fails to give notice the employer will have the right to withhold the monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice. Provided that where an employee, employer and the Union agree, the employee may be released prior to

the expiry of the notice period, with payment of wages to the date of termination only.

- (2) Time Off During Notice Period - Where an 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 will be taken at times that are convenient to the employee after consultation with the employer.
- (3) Statement of Employment - The employer will, 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.
- (4) Summary Dismissal - The provisions of this clause will not affect the right of an employer to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty. Where an employee is so dismissed payment will be made from time actually worked to the time of dismissal.
- (5) Unfair Dismissals - Termination of employment by an employer will not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment will include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin will constitute a harsh, unjust or unreasonable termination of employment.

- (6) Transmission of Business -
 - (A) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee"), and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:
 - (1) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
 - (2) the period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transmittee.
 - (B) In this subclause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

20.3 Other Terms of Employment -

20.3.1 In the event of the work of the factory or section of the factory or workshop being stopped by a breakdown of machinery or for any cause for which the employer cannot reasonably be held responsible other than on account of lack of orders and/or a shortage of material, all weekly employees who present themselves for work will be found work for that day or paid one day's wages in lieu thereof. However, an employer may, when such causes occur, give notice to an

employee that their services will not be required on the following day or days, and the employee will not be entitled to any further payment in respect of any further days that they are out of employment by reason of such causes.

Provided that, for any day upon which an employee cannot be usefully employed because of any strike or lockout by any persons whatsoever, or any failure or lack of power arising away from the premises of the employer, or any restriction or shortage of power for which an employer cannot justly be held responsible, all weekly employees who are required to attend for work and do so attend on that day will be paid a minimum of two hours' pay at ordinary rates. If required to perform work or remain at work for longer than two hours, payment will be made at ordinary rates for all time standing by and time worked.

20.3.2 During the first two weeks of employment, the services of an employee may be terminated by the giving of one hour's notice by either the employer or the employee, or by the payment or forfeiture of one hour's pay in lieu of notice. Provided that, after the first day and during the balance of the first two weeks of an employment, where on any day the employer terminates the services of an employee other than for malingering, neglect of duty or misconduct, the employer will be required to pay the employee not less than a day's pay for that day.

20.3.3 No employee will, without just cause, be absent from their employment during the prescribed hours whilst there is work ready to be done by them, and the employee must be available, ready and willing to work on the days and during the hours fixed by this award.

20.3.4 An employee not attending for duty will, except as provided in clause 23, Sick Leave, lose their pay for the actual time of such non attendance.

20.3.5 Where at least 90 per cent of the employees in a factory, workshop or section reach agreement with an employer, and with the assent of the Union, to take a period of leave of absence without pay on the working day before or after a public holiday, the employer will be entitled to stand down without pay for that day the remaining employees in such factory, workshop or section.

20.3.6 Payment of Wages - Subject to 32.2.5, Outworkers, which sets out the requirements for the payment of wages to outworkers, employees will be paid in full all wages due to them during the ordinary working hours not later than two working days following the termination of the working week. Provided, however, that where at least 50 per cent of the employees in a factory, workshop or section agree, and with the consent in writing of the Secretary of the Union, payment in full of all wages due may be made in the form of a cash transfer to the employee's nominated account. Such transfer will occur not later than during the forenoon of the second working day following the termination of the working week. Provided that where there are circumstances of genuine hardship caused by this method of payment the employer will pay the wages due to the particular employee in cash.

Where an arrangement is made on the basis that ordinary working hours shall average 38 per week over a particular work cycle, wages may be paid on the basis of 38 ordinary hours worked in each week even though in some weeks during that cycle, the ordinary working hours may be more or less than 38 hours.

On or prior to pay day the employer will state in writing to each employee details of the payment to which the employee is entitled, the amount of each deduction made there from and the net amount being paid to the employee.

20A. Deduction of Union Membership Fees

20A.1 The employer will deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that

20A.1.1 the employee has authorised the employer to make such deductions in accordance with subclause 20A.2 herein;

- 20A.1.2 the Union will advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
- 20A.1.3 deduction of union membership fees will only occur in each pay period in which payment has or is to be made to an employee; and
- 20A.1.4 there will be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 20A.2 The employee's authorisation will be in writing and will authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union will not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 20A.3 Monies so deducted from employees' pay will be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- 20.A.3.1 where the employer has elected to remit on a weekly or fortnightly basis, the employer will be entitled to retain up to five per cent of the monies deducted; and
- 20.A.3.2 where the employer has elected to remit on a monthly or quarterly basis, the employer will be entitled to retain up to 2.5 per cent of the monies deducted.
- 20A.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 20A.5 The Union will advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice will be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly or monthly as the case may be. The Union will give the employer a minimum of two months' notice of any such change.
- 20A.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 20A.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union will inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

21. Annual Leave

- 21.1 **Period of Leave** - A period of 28 consecutive days' leave will be allowed annually to an employee, other than a casual or part-time employee, after 12 months continuous service (less the period of annual leave).
- 21.2 **Annual Leave Exclusive of Public Holidays** - The annual leave prescribed by this clause will be exclusive of any of the holidays prescribed by clause 28, Holidays. If any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, an amount equivalent to the ordinary time which the employee would have worked if such day had not been a holiday will be added to the period of annual leave.

Where an employee without reasonable cause, proof whereof shall lie upon the employee, is absent from their employment on the working day or part of the working day prior to the commencement of their annual leave, and fails to resume work at their ordinary starting time on the working day immediately following the last day of the period of their annual leave, the employee will not be entitled to payment for the public holidays which fall within the employee's period of annual leave.

21.3 Broken Leave - The annual leave will be given and taken in one or two continuous periods.

If the annual leave is given in two continuous periods, then one of those two periods must be of at least 12 working days, exclusive of public holidays.

Provided that if the employer and an employee so agree, then the employee's annual leave entitlement may be given and taken in three separate periods.

21.4 Calculation of Continuous Service - For the purpose of this clause, service will be deemed to be continuous notwithstanding:

21.4.1 any interruption or termination of employment by the employer, if such interruption or termination has been made merely with the intention of avoiding the employer's obligations hereunder in respect of leave of absence;

21.4.2 any absence from work on account of personal sickness or accident or on account of leave granted by the employer or absence due to long service leave. Provided that any continuous period of unpaid leave in excess of four weeks will not be deemed to be service for the calculation of annual leave; or

21.4.3 any absence with reasonable cause, proof whereof will be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause - For the employee to become entitled to the benefit of this subclause they will inform the employer in writing, if practicable, within 48 hours of the commencement of such absence, of their inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of their absence. A notification given by an employee pursuant to clause 23, Sick Leave, will be accepted as a notification under this subclause.

Any absence from work by reason of any cause, not being a cause specified in this subclause, will not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence or within fourteen days of termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism, such notice will be given in writing to the employee concerned by delivering it to the employee personally or by posting it by registered or certified mail to the employee's last recorded address, in which case it will be deemed to have reached the employee in due course of post.

In cases of concerted or collective absenteeism, notice may be given to employees by the posting up of a notification in the factory in the manner in which general notifications to employees are usually made in the factory and by posting to each union whose members have participated in such concerted or collective absenteeism a copy thereof not later than the day it is posted up in the factory.

In calculating the period of twelve months' continuous service, any such absence as aforesaid (other than long service leave) shall not, except to the extent of not more than 25 days in a twelve-month period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

21.5 Calculation of Service - Service before the date of this award will be taken into consideration for the purpose of calculating annual leave. However, an employee will not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the award hereby superseded. The annual leave will be allowed at the rate of twelve and two-thirds hours for each completed month of continuous service. The period of annual leave to be allowed under this subclause will be calculated to the nearest day, with any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee, the employee, in respect of the period during which the employee was in the service of the predecessor will, for the purpose of this clause, be deemed to be in the service of the employer.

- 21.6 Calculation of Month - For the purpose of this clause the first completed month of service will be reckoned as commencing with the beginning of the first working day of an engagement and as ending on a corresponding day so as to ensure that the employee concerned has completed four weeks of working time or time regarded as working time with an employer.
- 21.7 Leave to be Taken - The annual leave provided for by this clause will be allowed and will be taken and, except as provided by 21.11 and 21.12, payment will not be made or accepted in lieu of annual leave.
- 21.8 Time of Taking Leave - Subject to the provisions of 21.3, 21.9, 21.11 and 21.12, annual leave will be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after at least three months' notice to the employee. Provided that where the leave is taken in two or three periods, the first period will be taken within a period not exceeding three months, and the balance will be taken not later than six months from the date when the right to leave accrued or 30 September next following, whichever is the later.
- 21.9 Leave Allowed before Due Date -
- 21.9.1 An employer may allow an employee who so agrees to take annual leave either wholly or partly in advance. In such case a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken.
- 21.9.2 Where annual leave or part thereof has been granted pursuant to 21.9.1, before the right to annual leave has accrued, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay the employee under 21.11 of this clause, the employer will not be liable to make any payment to the employee under 21.11, and will be entitled to deduct the amount of excess from any remuneration payment to the employee upon the termination of employment.
- 21.10 Payment for Period of Leave -
- 21.10.1 Each employee before going on leave will be paid all wages which would normally become due and payable during the period of leave. For the purposes of 21.11, wages shall, subject to the provisions hereinafter contained, be at the rate prescribed by clauses 6, Rates of Pay, and 9, Apprentices or Improvers - Rates of Pay, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave or the termination of the employee's employment, as the case may be.
- 21.10.2 An employee who is not working under an incentive scheme based on production but who is receiving a weekly overaward payment will be entitled to receive the whole of such weekly overaward payment for each week of annual leave to which they are entitled. Provided that all amounts paid in respect of overtime, shift work or penalty rates will be excluded. Provided further that the overaward payment will not apply where the employee receives pro rata payment in lieu of annual leave on termination of employment with less than twelve months' service in any twelve-month qualifying period for annual leave, except in cases where an employee with more than six months' service with an employer is terminated by that employer other than for misconduct or where an employee terminates during the year on account of personal illness, substantiated by a medical certificate, or where an employee terminates on the day that the factory closes down for annual leave.

Where an employee has accrued a full entitlement to annual leave after a qualifying twelve-month period of service and their employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the weekly overaward payment referred to in this paragraph will apply in respect to that full entitlement or any remaining portion thereof.

21.10.3 Payment in the case of an employee under any system of payment by results will be at the time rate, provided that:

- (i) When taking annual leave the employee, for the purpose of paid leave, will, for each week or part thereof of annual leave to which the employee is entitled, receive an additional payment based on the average weekly incentive payment earned in excess of the appropriate award wage for the classification concerned. The average will be calculated on a forty-week qualifying period and applied to ordinary hours only in respect of any incentive scheme based on production during the "qualifying period of employment" in each year.
- (ii) The "qualifying period of employment" means -
 - (1) In the case of an employee taking annual leave at Christmas, the period of 40 consecutive weeks commencing with the first pay period in February. If annual leave is taken in two or three periods the same average additional payment for the first period will also apply to the second and/or third period.
 - (2) In the case of an employee taking annual leave at any other time, the first 40 consecutive weeks in the twelve months immediately preceding the date of the taking of annual leave.
 - (3) Where an employee is not employed during the whole of the "qualifying period" the employee will still be eligible for such additional payment but the average incentive payments earned will be calculated on the period of employment falling within the said 40 consecutive weeks.
- (iii) In the case of an employee absent on long service leave during any "qualifying period of employment" both the period of such leave and the payment in respect thereof will be excluded from the calculation of average incentive payments earned.
- (iv) Payment of any bonus or incentive in respect of "unrated work" will be regarded as payment in respect of an incentive scheme for the purpose of 21.10.3(i).
- (v) In calculating the average incentive payments earned, all amounts paid in respect of overtime, shift work or penalty rates will be excluded.
- (vi) The additional payment as specified in 21.10.3(i) will not apply to employees receiving pro rata payment in lieu of annual leave on termination of employment with less than twelve months' service in any twelve-month qualifying period for annual leave, except in the case where an employee with a total of 6 months' service with an employer is terminated by that employer, other than for misconduct, or where an employee terminates during the year on account of personal illness, substantiated by a medical certificate, or where an employee terminates on the day that the factory closes down for annual leave.

Where an employee has accrued a full entitlement to annual leave after a qualifying twelve-month period of service, and their employment ceases for any reason before the whole or any part of such leave entitlement has been taken, the additional payment referred to in 21.10.3(i) will apply in respect of that full entitlement or any remaining portion thereof.

21.10.4 Loading on Annual Leave - During a period of annual leave (including any period of leave allowed before due date) an employee will receive a loading calculated on the award

rate of wage prescribed by clauses 6, Rates of Pay, and 9, Apprentices or Improvers - Rates of Pay, for the occupation in which the employee was ordinarily employed immediately prior to the commencement of the employee's leave.

This loading, applicable to both time workers and payment by results workers, will be as follows:

- (i) Employees on Day Work - An employee who would have worked on day work had the employee not been on leave shall receive a loading of 17.5 per cent.
- (ii) Employees on shift work - An employee who would have worked on shift work had the employee not been on leave shall receive a loading of 17.5 per cent.

Provided that where the employee would have received a shift loading prescribed by 14.4 and 14.5, Hours of Employment, had the employee not been on leave during the relevant period and such shift loading would have entitled the employee to a lesser amount than the loading of 17.5 per cent, then such loading of 17.5 per cent will be added to the award rate of wage prescribed herein in lieu of the shift loading.

The loading prescribed by this paragraph is payable when services terminate in the following circumstances and not otherwise:

- (1) in respect of any untaken part of a full entitlement to annual leave for which payment in lieu is made;
- (2) in respect of any uncompleted twelve-month period for which proportionate leave on termination is payable, if services are terminated by the employer for reasons other than malingering, inefficiency, neglect of duty or misconduct, after 25 August in any year, or in the case of an employee who would not normally be taking any annual leave over the Christmas/New Year period if such termination by the employer is within four calendar months of the date the employee would normally have taken the employee's annual leave; or
- (3) in respect of any employee entitled to payment pursuant to 21.11.3.

21.11 Proportionate Leave -

- 21.11.1 If after one month's continuous service in any qualifying twelve-month period an employee leaves their employment or is discharged for malingering, inefficiency, neglect of duty or misconduct, they will be paid at their ordinary rate of wage for twelve and two-thirds hours in respect of each completed month of continuous service with the employer as from the commencement of the employment and the service will be service for which leave has not already been granted.
- 21.11.2 If after one month's continuous service in any part of a qualifying twelve-month period an employee is terminated by the employer except for malingering, inefficiency, neglect of duty or misconduct, the employee will be paid for leave for 2.923 hours for each completed week of continuous service with the employer, the service being service in respect of which leave has not already been granted.
- 21.11.3 If during the second or any subsequent year of an employee's continuous service with an employer their service terminates for any reason at the close of business on the day on which the plant or that section thereof in which such employee is employed closes for the December annual close down and the employee was involved in a similar close down in the December of the previous year, then such employee will be paid on termination the equivalent of four weeks' annual leave pay in respect of continuous service during the then current calendar year. Provided that such employee had not previously been allowed any annual leave in respect of service during that calendar year. Where any period of leave had already been allowed in respect of such service, the employee's entitlement upon

termination will be the difference between four weeks and the period so allowed. Any payment made pursuant to this paragraph will be in substitution for and not cumulative upon any entitlement which would otherwise have arisen pursuant to 21.11.1 and 21.11.2 in respect of service during the then current calendar year. In addition, the employee will be paid the annual leave loading prescribed by 21.10.4 applicable to the quantum of leave for which payment in lieu is to be made upon termination pursuant to this paragraph. In calculating the period of continuous service as aforementioned, reference should be made to subclause 21.4.

- 21.11.4 For the purposes of this subclause the rate of wage will be calculated in accordance with 21.10.1, 21.10.2 and 21.10.3.
- 21.12 Annual Closedown - Where an employer closes down their plant, or a section or sections thereof, for the purpose of allowing annual leave to all or the bulk of the employees in the plant or section or sections concerned, the following will apply:
- 21.12.1 The employer may, by giving at least three months' notice of their intention so to do, stand off for the duration of the closedown all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave paid leave on a proportionate basis of 2.923 hours for each completed week of continuous service, subject to and then including the initial qualifying period of one month of continuous service with the employer. Provided that where in any establishment a ballot indicates that at least 75 per cent of employees agree, and with the consent of the union, the period of closedown may be extended and all employees stood down without pay for a further period of not more than two days.
- 21.12.2 An employee who has then qualified for a full entitlement to annual leave for twelve months' continuous service pursuant to 21.1 and has also completed a further week or more of continuous service will be allowed the employee's leave and will, subject to 21.5, also be paid for 2.923 hours in respect of each completed week of continuous service performed since the close of the employee's last twelve-month qualifying period.
- 21.12.3 Except where annual leave is allowed before the due date in accordance with 21.12.1, the next twelve-month qualifying period for each employee affected by such close down will commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood down without pay for the purposes of this subclause will be deemed to be time of service in the next twelve-month qualifying period.
- 21.12.4 If, in the first year of the employee's service with an employer, an employee who is allowed proportionate leave under 21.12.1 subsequently within such year leaves their employment or their employment is terminated by the employer, they will be entitled to the benefit of 21.11, subject to adjustment for any proportionate leave which the employee may have been allowed.
- 21.13 An outdoor worker subject to the qualifying period of one month's continuous service will be paid on termination of employment or, when taking annual leave an amount equal to one-twelfth of the employee's total earnings for that period of employment in respect of which leave has not already been granted.
- When taking annual leave there will be added to the aforementioned amount a loading of 17.5 per cent. Provided, however, that the monetary amount of such loading will not exceed the amount which an ordinary weekly employee in the same classification would receive by way of an annual leave loading in respect of the same period of employment.
- 21.14 Proportionate payment for annual leave will be made by an employer in respect of each completed month of continuous service when the employee leaves their employment or, in accordance with 21.11.2, where an employee is terminated by the employer before the completion of any twelve-month

qualifying period under this clause. Payment will be made on the employee so leaving or on their employment being so terminated, as the case may be.

21.15 An employer may close down the plant or section thereof in two periods, for the purpose of granting annual leave. Provided that the longer of the two periods of leave will be at least twelve working days exclusive of public holidays. Such longer period will be granted by the employer during the December-January period unless otherwise agreed in writing by the employer and the Secretary of the union or, in the event of a dispute, as decided by the Industrial Relations Commission of New South Wales. Provided that the employer may close down the plant or section thereof in three separate periods, subject only to the following conditions:

- 21.15.1 That at least 75 per cent of the employees in the plant as a whole or a section thereof, as the case may be, mutually agree with an employer on three separate periods of leave and mutually agree upon the date when the third closure is to be made. An employer in conjunction with an accredited representative of the Union may seek such an agreement with their employees in the plant as a whole or a section thereof, as the case may be, by means of secret ballot and not otherwise.
- 21.15.2 That the employees concerned be given at least three months' notice of the proposed closures.
- 21.15.3 That the longest of the three periods of leave will be at least twelve days exclusive of public holidays.
- 21.15.4 That the second and/or third closedown period will take place not later than 30 September, in the year following the first close down period.
- 21.15.5 Subject to the special provisions contained in this subclause, all other provisions of the annual leave clause will apply in respect to the obligations and rights of employers and employees.

22. Trade Union Training Leave

22.1 Subject to 22.2, a Union delegate or elected employee work place representative will, upon application in writing, be granted up to five days' leave with pay each calendar year, non-cumulative, to attend courses conducted or approved by the Australian Trade Union Institute which are designed to promote good industrial relations and industrial efficiency within the clothing industry.

This notice to the employer must include details of the type, content and duration of the course to be attended.

22.2 Employers may approve leave in accordance with this clause, subject to the following limitations:

- 22.2.1 Where the employer employs up to and including 49 employees in a workplace, 5 union delegates or elected workplace representatives may be granted 5 days' leave per calendar year.
- 22.2.2 Where the employer employs between 50 and 150 employees inclusive in a workplace, 10 union delegates or elected work place representatives may be granted 5 days' leave per calendar year.
- 22.2.3 Where the employer employs 150 or more employees in a workplace, 15 union delegates or elected workplace representatives may be granted 5 days' leave per calendar year.
- 22.2.4 The numbers contained in this clause may be varied by mutual agreement between the Union and an employer.

- 22.3 The granting of such leave will be subject to the employee or the Union giving at least one calendar month's notice of the intention to attend such course, or such lesser period as may be agreed between the employer, the Union and the employee concerned.

Provided that the taking of such leave will be arranged so as to minimise any adverse effect on the employer's operations.

- 22.4 Leave of absence granted pursuant to this clause will count as service for all purposes.
- 22.5 Each employee on leave approved in accordance with this clause will be paid all ordinary time earnings which normally become due and payable during the period of the leave, such wages to be calculated in accordance with 21.10, Annual Leave.
- 22.6 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course during leave approved pursuant to this clause will be the responsibility of the employee or the Union unless otherwise agreed between the employer, the Union and the employee concerned.
- 22.7 Should an employee granted leave pursuant to this clause fail to attend the nominated course, the employer will be notified by the Union as soon as practicable, and no payment is to be made by the employer in respect of leave for the employee concerned.
- 22.8 In the event that a scheduled rostered day off resulting from a work arrangement established in accordance with clause 14, Hours of Employment, falls within a period of leave approved pursuant to this clause, no alternative day will be substituted in lieu.
- 22.9 Employees granted leave pursuant to this clause will inform their employer after the completion of the course of the nature of the course and their observations on it.

23. Sick Leave

A weekly employee and a part-time employee (to the extent specified) who is absent from work on account of personal illness or on account of injury will be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations -

- 23.1 The employee will not be entitled to paid leave of absence unless the employee has been in the service of the employer concerned for at least one month immediately prior to such absence.
- 23.2 The employee will not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.
- 23.3 The employee will, no later than the working day following the commencement of such absence, inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 23.4 In the case of an employee employed subject to 14.1, Hours of Employment, that employee will, prior to the commencement of work or as soon as it is reasonably practicable and during the ordinary hours of the first day or shift, inform the employer of the employee's inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee will inform the employer within 24 hours of the commencement of the absence.
- 23.5 The employee will prove to the satisfaction of the employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require the employee to make a statutory declaration or produce other reasonable evidence which is satisfactory to the employer, justifying the cause of absence.

23.6

23.6.1 An employee will be entitled to paid leave of absence for not more than 38 hours of working time owing to such ill health or injury during their first sick leave year of continuous service with an employer. Such sick leave year will be as defined in 23.12.

Provided that an employee, after one month's continuous service, will only be entitled to paid sick leave proportionate to the period of employment from the date of engagement until 31 December next following calculated on the basis of 3.17 hours ordinary pay for each complete month or part thereof. If such employee subsequently leaves their employment of their own accord other than on account of personal illness substantiated by a medical certificate or is dismissed for misconduct the employer may deduct from any monies due to the employee an amount equivalent to the value of any paid sick leave allowed in excess of that to which the employee would be entitled if calculated on the basis of 3.17 hours ordinary pay for each completed month of service or part thereof.

23.6.2 The employee will be entitled during the second sick leave year of continuous service with an employer to paid leave of absence for not more than 46 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with 23.9.

23.6.3 The employee will be entitled during the third or subsequent sick leave year of continuous service with an employer to paid leave of absence for not more than 61 hours of working time, subject to any accumulated leave to which the employee may be entitled in accordance with 23.9.

23.7 An employee under any system of payment by results entitled to paid leave of absence under this clause will be paid at the time work rate applicable to the classification. The time work rate "applicable to the classification" is the award rate applicable to that classification defined in 6.1, Rates of Pay.

23.8 For the purpose of this clause, a month will be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which has the same day number as the commencing day. If there be no such day in the subsequent month, it will be reckoned as ending at the end of the subsequent month.

23.9 For the purpose of this clause, where an employee is terminated by the employer and is re-employed by that employer within a period not exceeding three months, the service with the employer immediately prior to the dismissal will be taken into account in calculating the employee's entitlement to sick leave. That is to say, the employee's entitlement to sick leave will be calculated as though their period of service has been continuous, and any sick leave credits accrued to the employee at the time of termination will not be affected to the detriment of the employee.

23.10 Cumulative Sick Leave - Sick leave will accumulate from year to year and may be claimed by the employee and, will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulated pursuant to this subclause will be available to the employee for a period of eight years but not longer from the end of the year in which it accrues.

23.11 For the purpose only of sick leave entitlements provided in this clause, and where a clothing industry business is transmitted from an employer to another employer and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee within two weeks of such transmission:

23.11.1 the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission;

23.11.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be employment of the employee with the transferee;

- 23.11.3 "transmission", for the purpose of this subclause, includes transfer, conveyance, assignment or succession (whether by agreement or by operation of law) and "transmitted" has a corresponding interpretation.
- 23.12 For the purpose of this clause, a year will be deemed to be from the first day of January to the 31st day of December inclusive.
- 23.13 Sickness on Rostered Day Off - Where an employee is absent on account of illness or injury on the weekday they are to take off in accordance with an arrangement pursuant to 14.1.2, Hours of Employment, the employee will not be entitled to sick pay nor shall the employee's sick pay entitlement be reduced as a result of their absence on that day.

24. Personal/Carer's Leave

24.1 Use of Sick Leave -

24.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 24.1.3(ii) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day

24.1.2 The employee will, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

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

- (A) "relative" means a person related by blood, marriage or affinity;
- (B) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other;
- (C) "household" means a family group living in the same domestic dwelling.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 4, Dispute Settlement Procedure, should be followed.

24.2 Unpaid Leave for Family Purpose -

24.2.1 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 24.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

24.3 Annual Leave -

24.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

24.3.2 Access to annual leave, as prescribed in 24.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.

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

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

24.4 Time Off in Lieu of Payment for Overtime -

24.4.1 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 12 months of the said election.

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

24.4.3 If, having elected to take time as leave in accordance with 24.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates will be made at the expiry of the 12 month period or on termination.

24.4.4 Where no election is made in accordance with 24.4.1, the employee will be paid overtime rates in accordance with the award.

24.5 Make-up Time -

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

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

24.6 Rostered Days Off -

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

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

24.6.3 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 employee or the employer.

24.6.4 This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

24.7 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 24.1.2 and 24.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 24.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

25. Payment y Results

25.1 Operation of PBR Systems - An employer may maintain, alter or institute a system of payment by results, subject only to the provisions and limitations set out in this clause.

The existence and operation of a system of payment by results will be subject to the consultative mechanisms specified in this clause and, where appropriate or necessary, to the provisions of Schedule "A", Consultative Committees.

25.2 Payment by Results Earnings -

25.2.1 The employer will pay an employee working under a payment by results system a minimum amount each week equal to the award wage appropriate to the employee's Skill Level.

25.2.2 The employer will pay the employee for each hour worked an amount not less than one thirty-eighth of the award wage appropriate to the employee's Skill Level.

25.2.3 Where an employee does not work for thirty-eight hours in any week, the employer will pay the employee a pro rata amount of money according to the number of hours worked by the employee appropriate to the employee's Skill Level.

25.2.4 The employer will calculate the minute pay rate for each standard time minute by dividing the total award wage for skill Level 1 by 2280.

Where an employer is currently paying a higher rate than this the higher rate will continue to be applied and will not be increased until such time as the rate, as calculated by this subclause, meets or exceeds the higher rate.

25.2.5 An employer will calculate the payment by results earnings of a worker by multiplying the minute pay rate by the excess of the standard time produced over real time worked under payment by results.

25.2.6 The employer will pay the worker the worker's payment by results earnings calculated in accordance with subclause 25.2.4 in addition to the total award wage appropriate to the worker's Skill Level.

25.2.7 Where a worker earns payment by results earnings for work performed in any day, such earnings shall be credited to the worker and will not be reduced because the worker fails to earn payment by results earnings in any other day.

25.2.8 An apprentice or improver employed pursuant to clause 10, Apprenticeship and Improvership, will be deemed to be producing bonus minutes when they have produced that number of minutes in proportion to the ordinary daily adult number of minutes as their rate of pay is in proportion to the appropriate adult award rate.

25.2.9 An employer, subject to the provisions of subclause 25.3, may fix or alter a time standard in respect of any garment or part of a garment, or any article or part of an article, provided such time standard is set consistent with the objective that 75% of workers (excluding trainees being new entrants to the clothing industry employed as trainees for up to three months) in any given period earn at least 20% more than the total award wage for skill Level 1.

This subclause will not act in any way to impose a guarantee on the amount of an individual worker's payment by results earnings.

25.3 Time Standards - An employer will calculate the time standard allowed for the performance of work in accordance with the following:

25.3.1 An employer will consult with the payment by results workers and union representative(s) prior to the finalisation of any time standard fixed in accordance with this clause and will provide to the payment by results workers and the union representative(s) the basis upon which the payment by results system is calculated, including appropriate allowances and the likely weekly earnings on such time standard.

On application by the Secretary of the Union, the employer will make available the basis of such a system.

25.3.2 The setting of a time standard shall take into account the nature and method of the work to be completed and the conditions under which it is performed, including appropriate allowances.

25.3.3 Time standards will be set to provide the consistent and similar earnings by workers with similar training, instruction, skill method and performance in a work area in an enterprise using a system of payment by results.

25.3.4 Once a time standard has been fixed in accordance with this clause, it will not be altered except where any of the following circumstances occur:

- there is a change in the manufacturing methods;
 - there is a change in the materials used;
 - there is a change in the machines or equipment used;
 - there is a change in the quality requirements;
 - to correct an agreed error in the existing time standard;
 - by agreement between the employer, the payment by results workers, and union representative(s).
- 25.3.5 An employer will clearly display a copy of the time standard for each payment by results operation in each work area in each enterprise. The copy of the time standard will be updated within twenty-four hours of any changes to the time standards.
- 25.3.6 Once a time standard has been fixed in accordance with this clause, it will be recorded in a register and signed and dated by the employer and union representative(s).
- 25.3.7 The employer will also display in each work area in each enterprise a conversion table to enable a worker to convert time standards into monetary amounts.
- 25.4 Implementation, Review and Alteration of a PBR System - For the purpose of this clause, "workers affected" means a person or persons whose work is directly involved in any way whatsoever by the implementation of a payment by results system.
- 25.4.1 The existence and operation of a system of payment by results shall be subject to the consultative mechanism specified in this clause and, where appropriate or necessary, to the provisions of Schedule "A", Consultative Committees.
- 25.4.2 An employer may, with the agreement of seventy-five per cent of the workers affected, operate a payment by results system for the workers.
- 25.4.3 The employer will, every six months, table a summary of the results of the payment by results system to allow the consultative committee and union representative(s) to assess whether the payment by results system meets the criteria of subclause 25.2.9 of this clause.
- 25.4.4 Every calendar year in the month of February the employer will, in consultation with the workers whose work is directly involved in any way whatsoever, conduct a vote of such workers on whether the payment by results system will continue. If seventy-five per cent of such workers vote to discontinue the payment by results system, the employer will do so. The outcome of this review will be reported to the Secretary of the Union.
- 25.4.5 If, in accordance with the vote of workers whose work is directly involved in any way whatsoever, the payment by results system is discontinued, the employer may, after three months, in consultation with the consultative committee and the union representative(s), introduce a new payment by results system in accordance with the provisions of this subclause.
- 25.4.6 The consultative committee and the Union may seek the assistance of an agreed independent expert on payment by results systems and the employer will engage the expert chosen and pay all expenses associated with the engagement of the expert.
- 25.5 Training - An employer implementing a payment by results system pursuant to this clause will provide each worker with appropriate training to ensure that individual performance is the only variable distinguishing workers within a skill level as outlined clause 8, Skill Levels.
- 25.6 Work Records - An employee will complete work records in accordance with the employer's directions. Any wilful falsification of such records will be sufficient ground for instant dismissal of the employee

concerned. Where necessary the employer will make arrangements for collecting the work records without loss of time to the employee concerned.

26. Casual Workers

- 26.1 An employer will only engage a casual worker during one 8-week period in any 12-month period, unless in accordance with subclause 26.2.
- 26.2 An employer may engage a casual worker for a specific period of time to replace a designated person where the period of engagement does not exceed 13 weeks in aggregate in any 12-month period. The period of time for which the casual worker is engaged, together with any other special conditions of employment, will be confirmed in writing at the time of engagement.
- 26.3 An employer will pay a casual worker one thirty-eighth of the award wage for the worker's classification plus 33.33 per cent per hour.
- 26.4 An employer will apply all the provisions of this award to a casual worker, including the provisions of clause 16, Overtime, with the exception of the following clauses:
- Clause 21, Annual Leave;
- Clause 23, Sick Leave;
- Clause 28, Holidays.
- 26.5 An employer will not require a casual worker to attend for duty more than once on any one day.
- 26.6 The employment of a casual worker may be terminated by the employer or the casual worker by the giving of one hour's notice.

26A. Secure Employment

26A.1 Work Health and Safety

26A.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.

26A.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 will 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 work 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.

26A.1.3. Nothing in this subclause 26A.3 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*.

26A.2. Disputes Regarding the Application of this Clause

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

26A.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

27. Part-Time Employees

27.1 An employer may employ a part-time employee on a weekly basis in accordance with clause 20, Terms of Engagement.

27.2 For the purposes of this clause a part-time employee is a person who is employed for less than 38 hours per week.

27.3 An employer will pay a part-time employee one thirty-eighth of the award wage for the employee's classification per hour.

27.4 An employer will apply all the provisions of this award to a part-time worker, including the provisions of clause 21, Annual Leave, clause 23, Sick Leave, and clause 28, Holidays, on a pro rata basis according to the number of hours worked by the employee.

27.5 Provided that -

27.5.1 by agreement in writing signed by the employer and the employee, the provisions of clause 21, Annual Leave, clause 23, Sick Leave, and clause 28, Holidays, will not apply and in lieu of these provisions the employer shall pay the part-time employee an additional twenty per cent of the award wage for the employee's classification per hour;

27.5.2 where, for a period not exceeding two calendar months or by an agreement in writing for a longer period, signed by the employer and the employee, the part-time employee genuinely works an irregular number of hours each week, the employer may pay the part-time employee in accordance with subclause 27.5.1.

27.6 An employer may employ a part-time employee within the ordinary spread of hours applicable to full-time employees. Where such part-time employee works for more hours in a day than the number of hours for which the part-time employee is ordinarily employed or is employed at a time outside the ordinary spread of hours, the hourly rate (exclusive of the 20 per cent loading, if paid) will be increased in accordance with clause 16, Overtime.

27.7 An employer will pay a part-time employee employed under a payment by results system in accordance with clause 25, Payment by Results, but in no case shall any part-time employee be paid less than the award wage for their classification as is proportionate to the time worked by them.

- 27.8 An employer will calculate the payment or deduction of payment in lieu of notice, the entitlement to severance pay, the entitlement to annual leave and the entitlement to sick leave provided by this award on a proportionate basis. The basis for this calculation will be the average weekly number of hours worked by the part-time employee during the preceding 12 months or, if there is not a 12-month period of the employment, then the average of the actual hours worked during the period of employment.
- 27.9 An employer will grant a part-time employee the holidays provided in clause 28, Holidays, where such holiday falls on a day that the part-time employee would normally have worked. An employer will pay a part-time employee for the number of hours the part-time employee would normally have worked on that day.
- 27.10 An employer will not require a part-time employee to attend for duty more than once on any one day.
- 27.11 An employee who was engaged as a casual worker in accordance with clause 26, Casual Workers, prior to 1 May 1990, and who is now engaged as a part-time employee in accordance with clause 27, will, for the duration of their employment, be paid 33.33 per cent loading in lieu of a twenty per cent loading as provided in this clause.

28. Holidays

- 28.1 All employees, other than casual employees, will be granted the following holidays without deduction of pay, which is the ordinary rate of pay an employee would have received for the hours that they would have worked had the day not been a holiday: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Labor Day, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.

Provided that if any other day is by State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

Where a special public holiday is proclaimed by Order-in-Council or otherwise gazetted by the authority of the Australian Government or of a State Government under any State Act and generally observed throughout New South Wales, such day shall be deemed to be a holiday for the purpose of this award.

28.2

28.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

28.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

28.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

- 28.3 Where public holidays are declared or prescribed on days other than those as set out in subclauses 28.1 and 28.2 of this clause, those days will constitute additional holidays for the purpose of this award.

28.4 Changing Public Holidays by Agreement -

28.4.1 An employer, with the agreement of the Union, may substitute another day for any prescribed in this clause.

28.4.2

- (i) An employer and the employer's employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.

- (ii) An agreement pursuant to 28.4.1 will be recorded in writing and be available to every affected employee.
 - (iii) The Union will be informed of an agreement pursuant to clause 28.4.2(i) and may, within seven days, refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
 - (iv) If the Union, pursuant to clause 28.4.2(iii), refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer, the employees and the Union.
 - (v) If no resolution is achieved pursuant to clause 28.4.2(iv), the employer may apply to the Clothing Trades (State) Industrial Committee for approval of the agreement. Such an application must be made at least 14 days before the prescribed holiday. After giving the employer and the Union an opportunity to be heard, the Industrial Committee will determine the application.
- 28.5 Payment by Results Employees - An employee working under any system of payment by results will be paid for such holidays at the ordinary rate payable to an employee working as a time worker doing the same class of work.
- 28.6 Rostered Day Off or Accumulated Time Off Falling on a Holiday - In the case of an employee whose ordinary hours of work are arranged in such a manner as to entitle the employee to a rostered day off, the weekday to be taken off shall not coincide with a holiday fixed in accordance with this clause. Provided that, in the event that a holiday is prescribed after an employee has been given or gives notice of a weekday off and the holiday falls on such weekday, the employer will allow the employee to take an alternative weekday off in lieu of the holiday.
- 28.7 Termination Within 14 Days of a Holiday -
- 28.7.1 Where an employee, with at least one week's service with the employer, is terminated through no fault of their own within 14 days prior to a holiday and is re-engaged by the same employer within three months of such holiday, the employee will be paid for any such holiday the amount they would have received had they not been terminated.
- 28.7.2 Where an employee, with at least one month's service with the employer, is terminated through no fault of their own on or after the last working day of the last pay period in November each year or within 14 days prior to Good Friday, the employee will receive payment for the relevant Christmas, New Year or Easter holidays.
- 28.7.3 No employee will be entitled to be paid more than once for the same holiday whilst working in the industry and will be in breach of the award in accepting a double payment without informing the employer in relation thereto.
- 28.8 Full-time Employees Working Non-standard Hours - Approved employers only - This subclause applies only to full-time employees employed by approved employers who do not regularly work a five-day, Monday to Friday week, as provided for elsewhere in this award.
- 28.8.1 When a prescribed holiday falls upon a day when the employee would not be working in any event, the employee will receive:
- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
 - (ii) an additional day's wage.
- 28.8.2 If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day), the following provisions will apply:

- (i) If the employee is not required to work on the public holiday, the employee will receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off.
- (ii) If the employee is required to work on the public holiday, the employee is entitled to receive the normal rates of pay for working that day and the substitute day as a holiday. (If the substitute day is a non- working day for the employee, the employee will receive the compensation as set out in clause 28.8.1).
- (iii) If the employee is required to work on the substitute day, the employee will receive the rates of pay for working on a public holiday.

28.8.3 If any employee is rostered and required to work on both the "actual" public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:

- (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
- (ii) payment at public holiday rates for the day's work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

28.8.4 Christmas Day Loading - If the employee is rostered to work on a Saturday or Sunday that is Christmas Day and is required to work, the employee will receive the normal Saturday or Sunday rate, plus a loading of one-half of a normal day's wages for the full day's work and be entitled to the substitute day.

28.9 Permanent Part-time Employees (Non-casual) - Where the normal roster of a part-time employee includes a day that is a holiday, the employee will receive the normal pay the employee would have received on that day, subject to subclause 28.5, and will be granted the holiday or receive the appropriate public holiday rate for working whatever hours the employee worked.

28.9.1 For part-time employees whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following will apply:

- (i) The employee will be granted leave with pay on the "actual day" without any substitution; or
- (ii) the employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
- (iii) the employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day, the Christmas Day loading will apply) and receives, in addition, payment at ordinary- time rates for an additional day of equal length (with no substitution of an alternative day).

28.9.2 If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary-time rates.

28.10 Casual Employees Working on Public Holidays - A casual employee who works on the day prescribed as the public holiday will be paid the appropriate public holiday pay as provided for elsewhere in this award. The employee should receive the ordinary casual rate plus the applicable penalty. That is, the casual loading of 33.33 percent and the prescribed holiday rate for non-casual employees of 2.5 times ordinary rates. The casual will be paid 2.833 times the ordinary rate for non-casual employees.

28.11 Absences Before or After Public Holidays - Where an employee is absent from employment on the working day or part of the working day before and the working day or part of the working day after a

public holiday without reasonable excuse or without the employer's consent, the employee will not be entitled to payment for the relevant public holiday.

- 28.12 Unpaid Leave and Public Holidays - Any continuous period of unpaid leave in excess of four weeks will not be deemed to be service and the employee will not be entitled to payment for any holiday falling within this period of leave.

29. Payment for Work Done on Holidays

- 29.1 Any weekly employee who works on any holiday provided for in clause 28, Holidays, will, for all time worked on that day, be paid at the rate of double time and one-half of the ordinary rate.
- 29.2 Any employee working under any system of payment by results who works on any holiday provided for in the said clause 28, will, for all time worked on that day, be paid the employee's ordinary earnings under such system of payment by results, and an amount calculated on the basis of half of the ordinary rate for the class of work being performed, in addition to the ordinary rate payable to employees on time work doing the same class of work.
- 29.3 The minimum payment for work performed on public holidays will be four hours.

30. Payment for Work Done on Sundays

- 30.1 Work in any factory or workshop is prohibited on Sundays unless in extraordinary circumstances and then only with the consent of the Secretary of the Union.
- 30.2 Any employee who works on a Sunday will for that day be paid at the rate of double ordinary rates.

31. Contract Work

- 31.1 Contract work may only be undertaken subject to the following conditions:
- 31.1.1 An employer may give out work to another employer provided that, where the employer undertaking such work causes some or all of such work to be performed outside a factory or workshop registered in compliance with the appropriate State Acts or regulations, the employer to whom work is given will be a registered employer of outworkers pursuant to clause 33, Registration of Employers.
- 31.1.2 An employer giving out work to other employers will, on the last working day of May and the last working day of November each year, file with the Industrial Registrar or Deputy Industrial Registrar in New South Wales, a list of the employers to whom work is given, and a copy of such list shall be forwarded to the Union.
- 31.1.3 The Industrial Registrar or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse the list submitted in accordance with clause 31.1.2.
- 31.2 Employer giving out work to another employer where the other employer does not employ outworkers:
- 31.2.1 An employer bound by this award may give out work to another employer, to be carried out in the other employer's workshop or factory registered in accordance with the appropriate State Acts and Regulations.
- 31.2.2 An employer giving out work pursuant to this subclause will, on the following dates in each year, file with the Industrial Registrar or the Deputy Industrial Registrar in New South Wales, a list of the other employers to whom work has been given in each preceding three-month period, and a copy of such list will be forwarded to the Union:

Last working day of February.

Last working day of May.

Last working day of August.
Last working day of November.

31.2.3 The Industrial Registrar or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse the list submitted in accordance with clause 31.2.2.

31.3 Employer contracting with a person who alone will perform work - Employer giving out work to another employer or another person where the other employer or other person employs others outside a factory or workshop:

31.3.1 For the purpose of this subclause, "work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

31.3.2 An employer will:

- (i) not contract with any person pursuant to this subclause unless that employer is registered pursuant to clause 33, Registration of Employers;
- (ii) when desirous of contracting with any person pursuant to this subclause, make application for registration, in accordance with the said clause 33, to the Clothing Trades (State) Industrial Committee.

31.3.3

- (i) An employer contracting with a person who alone will perform work will contract to provide and will provide terms and conditions no less favourable than those prescribed by this award for persons engaged under a contract of service pursuant to clause 32, Outworkers.
- (ii) An employer contracting with another employer, or with another person who gives out the work, or with a person who alone will perform work will make a record in writing of the following details:
 - (1) The name of the other employer (or the other person) who gives out the work and the registration number of the other employer (or the other person) who gives out the work.
 - (2) The address of the other employer (or the other person) who gives out the work.
 - (3) The name(s) and address(es) of the person(s) to whom the work is given.
 - (4) The address(es) where the work is to be performed.
 - (5) The date of giving out the work and the date for completion of the work.
 - (6) A description of the nature of the work to be performed (including construction, seam type, finishing and fabric type).
 - (7) A description and, where available, a rough drawn outline of the garments or articles of each type being given out to the other employer (or the other person) who gives out the work.
 - (8) The number of garments or articles of each type being given out to the person.
 - (9) The sewing time allowed for each type of garment or article to be done.
 - (10) The price to be paid for each garment or article. The Union will not divulge any details concerning the price to be paid for each garment or article in any

circumstances to any party, save for enforcement proceedings in a court or industrial dispute proceedings in the Industrial Relations Commission of New South Wales.

- (11) Where the work is given to a person who alone will perform the work, the total amount to be paid to the person calculated in accordance with subclauses 31.3.3(ii)(8), (9) and (10).
- (iii) A copy of this record will be given to the person doing the work and the employer's copy will be available for inspection by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of Industrial Organisations, as if it was a record as described in clause 35, Time Book, Sheet or Records.

31.3.4

- (i) No employer will enter into any contract or arrangement with another person (hereinafter called "the second person") concerning the performance of work pursuant to which contract or arrangement the second person will not personally or alone perform the work unless the contract or arrangement is entered into on terms whereby any work to be performed by a person other than the second person is carried out pursuant to a written agreement made between the second person and the person who will actually perform the work, such written agreement to:
 - (1) specify the matters referred to in subparagraph 31.3.3(ii); and
 - (2) provide for wages and conditions no less favourable than those provided by this award for persons engaged under a contract of service pursuant to clause 32, Outworkers.
- (ii) Any employer who enters into a contract pursuant to subparagraph 31.3.3(i) or pursuant to subparagraph 31.3.4(i) will notify the Industrial Registrar or the Deputy Industrial Registrar in New South Wales and the Union, within seven days of the last working day of February, May, August and November of each year of the existence of such contract and the names and addresses of the persons who enter into the contract. The Industrial Registrar, or the Deputy Industrial Registrar in New South Wales may allow an organisation with a legitimate interest in the clothing manufacturing industry to peruse such records.

31.3.5 Where a person has performed work either directly for an employer pursuant to paragraph 31.3.3 or for a second person (being work in respect of a contract or arrangement between the second person and an employer pursuant to paragraph 31.3.4), such person may make a claim for payment for such work by serving upon the relevant employer a statutory declaration specifying the identity of the person performing the work, the work performed, the date or dates on which the work was performed and the payment claimed. Such statutory declaration, if served within six months of completion of that work, will be accepted as proof of liability on the part of that employer to pay the sum claimed, unless that employer against whom the claim is made is able to prove:

- (i) that the work was not in fact done; and/or
- (ii) the payment claimed was not the correct payment due for the work that was actually done.

31.3.6 An employer will not in any way, whether directly or indirectly, be a party to or concerned in conduct that:

- (i) hinders, prevents or discourages the observance of this clause; or
- (ii) causes or encourages, or is likely to cause or encourage, a breach or non-observance of this clause.

- 31.4 An employer contracting with a person who alone will perform work will provide to that person, each time work is given out, information as to their entitlements as per Schedule "C" of this award.

32. Outworkers

- 32.1 For the purpose of this clause -

"Employer" means an employer bound by this award.

"Ordinary working week" means the hours and days occurring between midnight on Sunday and midnight on Friday in any week.

"Outworker" means a person who performs work as herein defined for an employer outside the employer's workshop or factory under a contract of service.

"Work" means hand or machine sewing in the construction of a garment or part thereof being work performed other than in a factory or workshop.

- 32.2 Employers bound by this award will -

32.2.1 not employ any person to perform work covered by this award under a contract of service outside the employer's workshop or factory unless that respondent employer is a registered employer of outworkers, pursuant to clause 33, Registration of Employers;

32.2.2 when desirous of employing outworkers, make application to the Industrial Committee for registration in accordance with clause 33, Registration of Employers;

32.2.3 not employ a person to perform work covered by this clause outside the workshop or factory unless prior agreement in writing has been reached between that respondent and the person as to whether that person is to be employed on a full-time or part-time basis and if on a part-time basis, the agreed number of hours. Provided that nothing in this clause will prevent the parties to any such agreement varying the same by consent from employment on a full-time basis to employment on a part-time basis or vice versa. Provided further that any such variation will not take effect until the expiry of at least three days from the date of the agreement to that variation;

32.2.4 not employ more than 10 outworkers at any one time. Provided that an employer may employ a specified greater number of outworkers with the consent of the Union or if, in the absence of that consent, the Industrial Committee in the exercise of its discretion grants permission to the employer to employ a specified greater number of outworkers;

32.2.5 pay any outworkers employed at the rates prescribed by clauses 6, Rates of Pay, and 25, Payment by Results, (as appropriate) for the classification in which the outworker is engaged. Provided that working time allowed for work to be performed shall be fair and reasonable and that the time standards set for the work to be performed by outworkers will in every case be longer than the time standards that would be set for the same work if done in the factory to include a reasonable component to cover time spent on ancillary tasks, such as bundling and unbundling, sorting, packing and the like. Provided further that in the event that the employer has no factory, a factory undertaking the same or comparable work will be used for the purpose of setting the time standards;

32.2.6 pay for outwork performed in the ordinary working week at the minute rate of:

- (i) 1/2280 of the weekly award rate for the classification in which the outworker is employed for the first 38 hours worth of work; and
- (ii) the minute rate in subparagraph 32.2.6(i), multiplied by 1.5 for the classification in which the outworker is employed, for each hour thereafter;

- 32.2.7 pay for outwork performed or deemed to have been performed on a Saturday or Sunday or a public holiday, at the minute rate in clause 32.2.6(i), multiplied by 2 for the classification in which the outworker is employed. An outworker will not be entitled to penalty payment for work performed on a Saturday, Sunday or award holiday unless there is prior agreement with the employer for the performance of work on any such day(s) in accordance with subparagraph 32.2.13(xii);
- 32.2.8 apply all provisions of clause 25, Payment by Results, to outworkers working under any system of payment by results unless expressly excluded from such operation either in this clause or in the said clause 25;
- 32.2.9 provide sufficient work (that is, 38 hours worth of work each week for full-time outworkers and at least 20 hours worth of work each week for part-time outworkers) in the ordinary working week where the outworker is ready, willing and able to perform such work.

Provided that an outworker under any system of payment by results who is ready, willing and able to work:

- (i) on a full-time basis (i.e., 38 hours or more) in the ordinary working week, but receives in any such week less than 38 hours worth of work from the employer, will be paid in accordance with the following formula:
- (1) if the employee receives no work at all, the weekly award rate for the classification in which the outworker is employed;
 - (2) if the employee receives less than 38 hours worth of work, the weekly award rate for the classification in which the outworker is employed;
- (ii) on a part-time basis (i.e., at least 20 hours) in the ordinary working week (for one or more employers) but receives in any such week fewer hours worth of work than the number of hours for which the outworker was employed from any one such employer, will be paid (by each employer) for the number of hours for which the outworker was employed. Such payment to be so much of the weekly award rate as is proportionate to the number of hours the worker was employed to work in any ordinary working week;
- (iii) may be stood down by an employer without pay for up to ten days but for no more than two days in any four consecutive working weeks where no work can be offered as a result of circumstances beyond the employer's control, proof of which shall lie with the employer. In such circumstances the employer will keep a record of the name and address of the outworker stood down, the commencing date and duration of the stand down and the reason for the stand down. A copy of this record will be given to the person doing the work and the Union within two working days of the stand down and the employer's copy will be available for inspection by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of Industrial Organisations, as if it was a record described in clause 35, Time Book, Sheet or Records.
- 32.2.10 not require any full-time outworker to complete more than 38 hours worth of work, or any part-time outworker to complete more hours worth of work than the number of hours for which the outworker was employed in any ordinary working week;
- 32.2.11 subject to clause 32.2.13 not require any outworker to perform work on a Saturday or a Sunday or on any public holidays;
- 32.2.12 pay the outworker for each public holiday prescribed by this award an amount equal to 1/5 of the applicable weekly award rate for full-time outworkers and on a proportionate basis for part-time outworkers;

- 32.2.13 at the time of delivery of any work to an outworker provide full details of the following matters and shall keep true and correct records thereof in writing:
- (i) the name of the employer bound by this award and the registration number of the employer;
 - (ii) the address of the employer bound by this award;
 - (iii) the name of the person to whom the work is given;
 - (iv) the address where the work is to be done;
 - (v) the date of delivery of the work;
 - (vi) the description of the garments or articles upon which work is to be done (e.g., skirts, dresses, jeans);
 - (vii) a description of the nature of the work to be performed (e.g., overlocking);
 - (viii) the number of garments or articles of each description being given out to the person;
 - (ix) full details of the appropriate time standard in accordance with paragraph 32.2.5 which when considered with the minute rate set out in paragraph 32.2.6 will enable the price to be paid for each garment or article to be calculated;
 - (x) the number of working hours that will therefore be necessary to be worked to complete the said garments or articles, and accordingly;
 - (xi) the number of days that will therefore be needed to perform the work with such calculation being undertaken (consistent with paragraph 32.2.10) on the basis of 7.6 hours worth of work being performed each day; and
 - (xii) the appropriate time and date for the work to be picked up from the outworker. The pickup time and date will be set on the basis that no work will need to be performed on any Saturday, Sunday or award holiday which may occur between delivery and pickup unless there is prior agreement between the employer and the outworker that work will be performed on any or all of such days. If there is such agreement, the written record referred to in this subclause must specify the actual date of any Saturday, Sunday or award holiday on which it has been agreed that work will be performed and the number of hours to be worked on any such day. In the absence of any specification as to the number of hours to be worked on a Saturday, Sunday or award holiday on which work has been authorised pursuant to this paragraph, the outworker will be deemed to have worked and shall be entitled to payment in respect of any such day at the rate specified in paragraph 32.2.7.
 - (xiii) The total amount to be paid to the outworkers will be calculated in accordance with subparagraphs 32.2.13(viii), (ix) and (x).

Provided that a copy of this record will be given to the person doing the work and the employer's copy will be available for inspection at the employer's premises by a person duly authorised in accordance with clause 34, Entry and Inspection by Officers of Industrial Organisations, as if it was a record described in clause 35, Time Book, Sheet or Records.

Provided always that if the time period between delivery and pickup (arrived at via calculations under subparagraph 32.2.13(xi)) will necessarily include a Saturday and/or a Sunday and/or a public holiday(s) then the first agreed pickup date shall be reset (i.e., put back) to ensure, consistent with paragraph 32.2.10 and given the number of days needed

to do the work arrived at in subparagraphs 32.2.13(xi) and (xii), that the employee will not be required to work on any of the days set out in this proviso that fall within the period set under subparagraph 32.2.13(xi) to complete the work delivered (the reset pickup date to be hereinafter referred to as "the second agreed pickup date").

Provided further that if an outworker who has work delivered to be performed in a time period that includes either a weekend day(s) or a public holiday(s) expressly agrees or simply elects to complete that work by the first agreed pickup date rather than by the second agreed pickup date then the worker will, for the purpose of payment, be deemed to have completed 7.6 hours (but no more) worth of the work on each of the weekend and/or public holiday days occurring in the period between delivery and pickup;

32.2.14 pay annual leave to outworkers in accordance with the provisions of clause 21, Annual Leave.

32.2.15 pay all wages due not later than two working days following the end of the working week, at a time and by a method mutually agreed between the outworker and employer.

On or before the pay day, the employer will provide to the outworker in writing, details of the wage payment to which the outworker is entitled, the amount of each deduction made therefrom and the net amount being paid to the outworker;

32.2.16 except as otherwise provided in this clause, apply to outworkers the terms and conditions of employment provided by the award, excluding the following clauses:

14. Hours of Employment
15. Midday Meal Interval
16. Overtime
17. Meal Money
18. Rest Period
20. Terms of Engagement 20.3.6
23. Sick Leave
26. Casual Workers
34. Entry and Inspection by Officers of Industrial Organisations
35. Time Book, Sheet or Records
37. Amenities
38. First-aid Ambulance Chest
39. Award Posted
41. Shop Stewards and Representatives
43. Notice Boards
45. Tools of Trade
46. Disability Allowance
50. Blood Donors
51. Attendance at Hospital

32.2.17 provide outworkers with all necessary materials, trimmings and sewing threads.

32.3 Where a person has performed work for an employer as an outworker, such person may make a claim for payment for such work by serving upon the employer a statutory declaration specifying the identity of the person, the work performed and the payment claimed therefore. Such statutory declaration, if served within six months of completion of that work, will be accepted as proof of liability on the part of the employer to pay the sum claimed, unless that employer against whom the claim is made is able to prove:

32.3.1 that the work for which the claim is made was not, in fact, done; and/or

32.3.2 the payment claimed as due was not the correct payment for the work that was actually done.

- 32.4 In any proceedings commenced concerning work performed pursuant to this clause, it lies upon any person alleging that the person performing such work was not an employee to prove that this was the case.
- 32.5 An employer bound by this clause will not in any way, whether directly or indirectly, be a party to or concerned in conduct that:
- 32.5.1 hinders, prevents or discourages the observance of this clause; or
- 32.5.2 causes or encourages or is likely to cause or encourage, a breach of, or non-observance of, this clause.
- 32.6 An employer will provide to the outworker, each time work is given out, information as to their entitlements as per Schedule "C" of this award.

33. Registration of Employers

- 33.1 Except as prescribed in subclause 31.1, Contract Work, an employer bound by this award having or proposing to have work performed away from the employer's own factory or workshop pursuant to clauses 31, Contract Work, and 32, Outworkers, will make application for registration to the Industrial Committee.
- 33.2 The Industrial Committee may register the employer on conditions as determined by it for a twelve-month period. The Industrial Committee may revoke the registration if any or all of such conditions have not been complied with.
- 33.3 Upon registration the employer will be given a registration number.
- 33.4 The Industrial Registrar will maintain a record of employers registered pursuant to this clause.
- 33.5 Upon registration and at yearly intervals thereafter, such employer will cause a notice to be placed in the public notices column of a metropolitan daily newspaper circulating throughout the State in which the work is to be performed, notifying such registration. Such notice will:
- 33.5.1 specify the identity of the employer and the registration number; and
- 33.5.2 specify where all documents in the employer's possession or custody containing the terms of any agreement or contract to perform work made in accordance with the provisions of this award may be inspected by a person entitled under the award to do so.
- 33.6 An employer, by application to the Industrial Committee or (subject to any order by the said Committee or the Industrial Relations Commission of New South Wales) by agreement in writing with the Secretary of the Union, may be exempted from the requirement to comply with the provisions of clause 33.5. Where any such agreement is made a copy shall be lodged with the Industrial Registrar.

34. Entry and Inspection by Officers of Industrial Organisations

- 34.1 The *Industrial Relations Act* 1996 (New South Wales) ("the Act") provides for Right of Entry in the following terms:
- 34.1.1 Definitions
- (i) In this Part:
- authorised industrial officer means an officer or employee of an industrial organisation of employees who holds an instrument of authority for the purposes of this Part issued by the Industrial Registrar under section 299 of the Act

employees' records includes records of the remuneration of employees, part-time work agreements with the employees or other records relating to the employees that are required to be kept by the employer by or under the industrial relations legislation or an industrial instrument.

officer of an industrial organisation includes any person who is concerned in, or takes part in, the management of the organisation.

relevant employee, when used in connection with the exercise of a power by an authorised officer of an industrial organisation, means an employee who is a member of the organisation or who is eligible to become a member of the organisation.

- (ii) This Part does not confer authority on an authorised industrial officer to enter any premises for the purposes of holding discussions with employees or of an investigation if:
- (1) the persons employed at that place are employed by a person who holds a certificate of conscientious objection under section 212(3) of the Act because of membership of a religious society or order (such as the Brethren), and
 - (2) none of the persons employed at those premises are members of an industrial organisation, and
 - (3) there are no more than 20 persons employed at those premises.

34.2 Right of entry for discussion with employees - An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of holding discussions with the employees at the premises in any lunch time or non-working time.

34.3 Right of entry for investigating breaches

34.3.1 An authorised industrial officer may enter, during working hours, any premises where relevant employees are engaged, for the purpose of investigating any suspected breach of the industrial relations legislation, or of any industrial instrument that applies to any such employees.

34.3.2 For the purpose of investigating any such suspected breach, the authorised industrial officer may:

- (i) require any employer of relevant employees to produce for the officer's inspection, during the usual office hours at the employer's premises or at any mutually convenient time and place, any employees' records and other documents kept by the employer that are related to the suspected breach, and
- (ii) make copies of the entries in any such records or other documents related to any such suspected breach.

34.3.3 An authorised industrial officer must, before exercising a power conferred by this section, give the employer concerned at least 24 hours' notice.

34.3.4 The Commission or the Industrial Registrar may, on the ex parte application of an authorised industrial officer, waive the requirement to give the employer concerned notice of an intended exercise of a power conferred by this section if the Commission or the Industrial Registrar is satisfied that to give such notice would defeat the purpose for which it is intended to be exercised.

34.3.5 If the requirement for notice is waived under paragraph 34.3.4:

- (i) the Commission or Industrial Registrar is to give the authorised industrial officer a warrant authorising the exercise of the power without notice, and

- (ii) the authorised industrial officer must, after entering the premises and before carrying out any investigation, give the person who is apparently in charge of the premises the warrant or a copy of the warrant

34.4 Provisions relating to authorities issued to officers -

34.4.1 The Industrial Registrar may, on application, issue an instrument of authority for the purposes of this Part to an officer or employee of an industrial organisation of employees.

34.4.2 An authorised industrial officer is required to produce the authority:

- (i) if requested to do so by the occupier of any premises that the officer enters, or
- (ii) if requested to do so by a person whom the officer requires to produce anything or to answer any question.

34.4.3 The authority:

- (i) remains in force until it expires or is revoked under this section, and
- (ii) expires when the person to whom it was issued ceases to be an officer or employee of the industrial organisation of employees concerned.

34.4.4 The Industrial Registrar may, on application, revoke the authority if satisfied that the person to whom it was issued has intentionally hindered or obstructed employers or employees during their working time or has otherwise acted in an improper manner in the exercise of any power conferred on the person by this Part.

34.4.5 An application for the revocation of an authority is to set out the grounds on which the application is made.

34.4.6 A person to whom an authority has been issued under this section must, within 14 days after the expiry or revocation of the authority, return the authority to the Industrial Registrar for cancellation.

Maximum penalty: 20 penalty units.

34.5 No entry to residential premises without permission - An authorised industrial officer does not have authority under this Part to enter any part of premises used for residential purposes, except with the permission of the occupier.

34.6 Offences -

34.6.1 An authorised industrial officer must not deliberately hinder or obstruct the employer or employees during their working time.

34.6.2 A person must not deliberately hinder or obstruct an authorised industrial officer in the exercise of the powers conferred by this Part.

34.6.3 A person must not, without lawful excuse, fail to comply with a requirement of an authorised industrial officer under this Part.

34.6.4 A person must not purport to exercise the powers of an authorised industrial officer under this Part if the person is not the holder of a current authority issued by the Industrial Registrar under this Part.

Maximum penalty: 100 penalty units.

- 34.7 Powers of Commission - The Commission may deal with an industrial dispute about the operation of this Part but does not have any jurisdiction to make an award or order conferring additional or inconsistent powers of entry or inspection.

Industrial relations legislation means any of the following Acts and the regulations made under any such Act:

Industrial Relations Act 1996

Annual Holidays Act 1944

Employment Protection Act 1982

Long Service Leave Act 1955

Long Service Leave (Metalliferous Mining Industry) Act 1963.

An industrial instrument means an award, an enterprise agreement, a public sector industrial agreement, a contract determination or a contract agreement.

35. Time Book, Sheet or Records

- 35.1 The employer will provide in each factory, workshop or place where work is being performed, a time and wages book or sheet or records, which shall have correctly recorded in ink, or by other means except pencil and in the English language, the following particulars:

35.1.1 The initials and surname and classification or classifications (when engaged on mixed functions) of each employee.

35.1.2 The date of birth and experience and time work rate of pay of improvers in respect of new employees at the date of engagement.

35.1.3 The number of hours of ordinary time worked by each employee each day and each week and the amount of weekly superannuation contributions paid in accordance with clause 55, Superannuation.

35.1.4 The number of hours of overtime worked by each employee each day and each week.

35.1.5 The total amount of wages paid to each employee each week.

35.1.6 The actual name of the day and the date of each day of each week and also the name of the day and the date on which each week ends.

35.1.7 All holiday, annual leave, long service and sick leave payments.

- 35.2 Where any employee is employed under any system of payment by results, the employer will keep a correct record of the rates and of the class and number of articles or parts of articles on which work is done by such employee each week.

- 35.3 For further information, see the *Industrial Relations Act 1996*.

36. Seating Accommodation

- 36.1 When it is necessary for employees to sit at their work, seats will be provided for the employees by the employer. Such seats will be reasonably comfortable seats.

- 36.2 A seat provided for any employee will have a back to it, unless the work of such employee cannot be conveniently done in such a seat, or unless the employee requests to be allowed to use a seat without a back to it.

37. Amenities

- 37.1 Lighting and Heating - In connection with every factory or workshop, the employer will make provision for adequate warmth during cold weather and cooling during hot weather where necessary (fans or the like) and adequate light for the employees to perform their work, and as far as possible artificial light shall be avoided.
- 37.1.1 For the purposes of this clause a factory or workshop will include any building, establishment, depot or place where any person is employed upon any work to which this award is applicable.
- 37.1.2 The requirements specified by this subclause will also apply to any dining room and/or rest room provided by the employer in accordance with the provisions of subclauses 37.6 or 37.7.
- 37.2 Floor Covering - The working areas of factory floors, when used by employees, will be covered by suitable floor coverings, other than in passageways which hydraulic lifts and mechanical motorised equipment such as forklifts traverse, to ensure that no employee will be called upon to work on bare concrete, brick, stone or wooden floor. Such floors will be covered in a manner to adequately ensure comfortable conditions. Provided that in the case of wooden floors, an employer may be exempted from such requirements by agreement of the Union in writing or as approved by the Industrial Relations Commission of New South Wales, if it is considered such wooden floor is in good condition, is well maintained and ensures comfortable working conditions.
- 37.2.1 The requirements specified by this subclause will also apply to the dining room and/or rest room provided by the employer in accordance with the provisions of subclause 37.6. Linoleum or vinyl or rubber, all of a heavy weight, or materials with similar qualities shall be considered suitable. Seamless in situ composition floor surfacing of sufficient thickness fully covering the specified areas will also be considered suitable.
- 37.3 Drinking Water - Refrigerated, clean and wholesome drinking water shall be provided in places easily accessible to all employees. Drinking water kept in a refrigerator will constitute compliance with this subclause.
- 37.4 State Regulations - The laws and regulations in force on 1 February 1983 in New South Wales relating to factories and workshops in respect to sanitation, lavatories, factory cleanliness, heating and light and limitations as to the weights females will be permitted to lift or carry, shall be incorporated into and be read as part of this award insofar as such laws and regulations do not conflict with this award. Provided, however, and it is hereby expressly declared that nothing in this clause will be deemed to abrogate, effect, repeal, amend or in any degree render inoperative any State law except of any inconsistency of such State law with this award.
- 37.5 Toilet Accommodation - Notwithstanding the foregoing, a separate toilet will be provided in factories where mixed sexes are employed, and approaches thereto properly separated for the sexes, shall be provided.
- 37.6 Dining Accommodation -
- 37.6.1 An employer of more than 10 employees will provide a separate room (reasonably convenient to the working area) or portion of the factory or workshop as a dining room and keep the same and its facilities hygienically clean.
- (i) Dining room tables will be of laminated plastic top construction or be covered by some material which can be kept hygienically clean.
- (ii) The seating provided will be fitted with backs.
- (iii) An adequate supply of boiling water will be made readily available to employees without charge at the time at which their meal break or rest period commences. The employer will also provide a refrigerator and a facility for heating food.

- (iv) The size of the dining room, the number of tables and its seating accommodation will be adequate if at least three quarters of the employees taking a meal break at the one time are able to use the same in reasonable manner and without congestion.
- (v) The dining room will not be used for work room or work room storage purposes.

The words "reasonably convenient to the working area" will have the meaning set out in Appendix "B" Form of Declaration - Amenities to this award.

37.6.2 An employer of more than 10 employees may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of clause 37.6.1 and the Commission may grant such exemption provided that it is satisfied either:

- 37.6.2.1 that it is impracticable for such employer to provide the said dining room and/or facilities; or
- 37.6.2.2 that for some other good reason exemption from the provisions of such paragraph ought to be granted to such employer

Provided that where such an exemption is obtained, the disability payments prescribed in clause 46, Disability Allowance, will still be payable.

37.6.3 Without affecting the rights of any party before the Industrial Relations Commission of New South Wales, the Commission will consider and, if necessary, make recommendations as to the suitability or otherwise of the dining room and/or dining room facilities of a particular employer before proceedings for breach of this clause or clause 46 may be taken.

37.7 Rest Room -

37.7.1 In any factory or workshop in which females are employed, a separate properly ventilated room (reasonably convenient to the working area) with seating and a couch or folding lounge will be provided as a rest room.

An area enclosed by permanent partitioning of hardboard or the like, at least six feet high, with a door or curtained doorway will be acceptable as a separate room. Where a folding lounge is provided, it shall be set up for immediate use. A pillow, blanket and hot water bottle will be provided. The rest room and its facilities will be kept ready for immediate use.

With the approval of the Union a common rest room may be provided for employees of two or more employers, subject to the stipulation contained in Appendix "B" to this award.

The rest room will not be used for work room or work room storage purposes.

The words "reasonably convenient to the working area" will have the meaning set out in Appendix "B".

37.7.2 An employer of less than 10 female employees may make an application to the Industrial Relations Commission of New South Wales for exemption from any of the provisions of clause 37.7.1 and such a tribunal may grant such exemption provided that it is satisfied either:

- 37.7.2.1 that it is impracticable for such employer to provide the said rest room and/or facilities; or
- 37.7.2.2 that for some other good reason an exemption from the provisions of such paragraph ought to be granted to such employer.

Provided that where such an exemption is obtained, the disability payments prescribed in clause 46, Disability Allowance, will still be payable.

37.7.3 Without affecting the right of any party before the Industrial Relations Commission of New South Wales, the Commission will consider and, if necessary, make recommendations as to the suitability or otherwise of the dining and/or rest room facilities of a particular employer before proceedings for breach of this clause and/or clause 46 may be taken.

37.8 Hanging Facilities - Each employer will at some reasonably convenient place on the employer's premises provide proper hanging facilities which afford reasonable protection for employees' clothes.

38. First-Aid Ambulance Chest

Every factory or workshop will have, in some accessible place, a first-aid ambulance chest which will be a suitable dust-proof receptacle made of either metal or wood for the use of the employees. Such chest will be equipped and supplied with those articles prescribed by the Occupational Health and Safety Regulation 2001, as amended from time to time.

39. Award Posted

A copy of this award and its amendments when available will be posted and kept posted by the employer in a prominent place in the workshop or factory.

40. Industrial Committee

40.1 For the purposes of this award, power is given to the Industrial Registrar to appoint an Industrial Committee.

40.2 An Industrial Committee will consist of two representatives of the Union, two representatives of the employer and the Industrial Registrar or Deputy Industrial Registrar (as the case requires), or such other person as the Industrial Registrar or the Deputy Industrial Registrar may nominate as Chairperson of the Industrial Committee. In the event of the representative members of the Industrial Committee being equally divided in opinion, the Chairperson may cast a vote to give a majority decision.

40.3 Any person appointed a member of the Industrial Committee by the Registrar may appoint a substitute to act in that person's stead at any time.

40.4 Three members, one of whom may be the Registrar or Deputy Registrar or a Deputy therefore as provided in subclause 40.2, shall constitute a quorum.

40.5 An Industrial Committee may sit at such times and places as the members may agree or the Registrar or Deputy Registrar (as the case requires) may fix and may adjourn from time to time and from place to place.

40.6 The functions of the Industrial Committee will be:

40.6.1 To settle disputes as to matters under this award.

40.6.2 To deal with any dispute affecting the amicable relations of the parties.

40.6.3 To hear and decide any dispute referred to it by the Industrial Relations Commission of New South Wales as to or arising out of the weekly output or task or any dispute referred to it by the Commission as to the fixation of the amount of work to be done by employees, or any dispute arising out of the fixation of the rates to be paid to payment-by-results workers or outdoor workers.

40.7 The decision of the Industrial Committee may be reviewed and altered by the Industrial Relations Commission of New South Wales on the application of any party to this award, provided that notice of

an application to the Commission to review such decision be given within 14 days of such decision and an application be lodged with the Registrar or Deputy Registrar asking for such review within 21 days of such decision. The Commission may give extended time for such notice and application at any time.

- 40.8 Nothing in this clause will take away from any party the right to apply to the Industrial Relations Commission of New South Wales or to the court, given by the *Industrial Relations Act 1996*, whether for a variation or an interpretation of this award.

41. Shop Stewards and Representatives

Shop stewards and official union representatives will be recognised by the employer and will be allowed time off during working hours to interview the employer if there is any legitimate complaint. Shop stewards will have reasonable access to a telephone during working hours.

42. Uniforms

If an employer requires an employee to wear a uniform they will pay for the provision and cleaning of such uniform.

43. Notice Boards

The employer will make facilities available in a prominent position in the workshop or factory, upon which representatives of the Union will be allowed to post union notices. Any notice so posted will be countersigned by the representative of the Union and, in the absence of a countersignature, may be removed by the Union representative or the employer.

44. Protective Clothing

Where any person is required to work under wet or dirty conditions, suitable protective clothing, including footwear, will be supplied free of charge by the employer to the employee concerned.

Any dispute as to the necessity or suitability of such clothing will be determined by the Industrial Committee.

45. Tools of Trade

The employer will provide all necessary tools for employees in each workshop or factory.

46. Disability Allowance

- 46.1 Subject to subclauses 37.6.2 and/or 37.6.3 where a dining room and/or its facilities, in any establishment having more than ten employees, are inadequate in that they do not satisfy the provisions of subclause 37.6 the employer will, in addition to the rates set out elsewhere in this award, pay to each employee in that establishment a disability allowance as set in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

Where such dining room and its facilities are only adequate for a lesser number of employees than the required minimum prescribed by clause 37.6.1, the disability referred to will be deemed to have been suffered by the balance of the total employees in that establishment taking a meal break at the one time. In such case the total amount of the disability payments due to the number of employees who suffered such disability will be shared equally amongst all the employees in that establishment.

- 46.2 Subject to paragraph 37.7.2 and/or 37.7.3 where a rest room and/or its facilities, in an establishment, are inadequate in that they do not satisfy the provisions of subclause 37.7 the employer will, in addition to the rates set out elsewhere in this award, pay to each female employee in that establishment a disability allowance as set in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, per day for each day worked by such employee whilst suffering such disability of inadequate conditions.

The disability referred to shall be deemed to have been suffered by all female employees in that establishment during that period of their respective employment when the rest room and its facilities were not of the prescribed standard.

Provided that an employer will not be held liable for payment of such disability allowance should any of the equipment specified in paragraph 37.7.1 supplied by the employer be subsequently missing through no fault of such employer.

- 46.3 Any excess wages payable to an employee on account of work performed or for any other reasons will not be off-set against the disability payments prescribed in this clause.

47. Bereavement Leave

- 47.1 An employee, other than a casual employee, will be entitled to up to two days bereavement leave without deduction of pay up to and including the day of the funeral on each occasion of the death of a person prescribed in subclause 47.3.

- 47.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

- 47.3 Bereavement leave will be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 24.1.3(ii), Personal Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

- 47.4 An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

- 47.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 24.2, 24.3, 24.4, 24.5, and 24.6. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- 47.6 Bereavement entitlements for casual employees

47.6.1 Subject to the evidentiary and notice requirements in 47.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24.1.3(ii) of clause 24, Personal/Carer's Leave.

47.6.2 The employer and the employee will 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.

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

48. Accident Pay

- 48.1 An employer will pay and an employee will be entitled to receive accident pay in accordance with this clause.

- 48.2 Definitions - For the purposes of this clause and subject to the terms thereof the words hereunder will bear the respective definitions set out hereunder:

48.2.1 Workers' Compensation Act - The Workers' Compensation Acts applicable in New South Wales are the *Workers' Compensation Act 1987* as amended from time to time, and the *Workplace Injury Management and Workers Compensation Act 1998* as amended from time to time.

48.2.2 Injury - Injury shall be given the same meaning and application as applying under the respective Workers' Compensation Acts. No injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such Acts.

48.2.3 Accident Pay -

- (i) Total Incapacity - In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the *Workers Compensation Acts* means a weekly payment of an amount representing the difference between, on one hand, the total amount of compensation, including other allowances, paid to the employee during incapacity for the week in question and, on the other hand, the total weekly award rate and weekly overaward payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment of results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer will not be taken into account.
- (ii) Partial Incapacity - In the case of an employee partially incapacitated within the meaning of the *Workers' Compensation Acts*, means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation paid to the employee during incapacity for the week in question, together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the appropriate Accident or Workers' Compensation Tribunal or its equivalent in the State or Territory of employment or as agreed between the parties) and, on the other hand, the total weekly award rate and weekly overaward payment, if any, being paid to such employee at the date of the injury. Provided that, in making such calculation, any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the employer will not be taken into account.

The total weekly award rate and weekly overaward payment abovementioned will be the same as that applying for a total incapacity. Provided that, where an employee receives a weekly payment of compensation under the Workers Compensation Acts and subsequently such payment is reduced pursuant to the said Act, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

- (iii) Payment for Part of a Week - Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount will be a direct pro rata.

48.3 Qualifications for Payment - Always subject to the terms of this clause, an employee covered by this award will, upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Workers' Compensation Acts, be paid accident pay by their employer who is liable to pay compensation under the respective Acts. The liability by the employer for accident pay may be discharged by another person on the employer's behalf, provided that:

48.3.1 Accident pay will only be payable to an employee whilst they remain in the employment of the employer by whom they were employed at the time of the incapacity. Provided that if an employee on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that, in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or

- (ii) arises from a declaration of liquidation of the company, in which case the employee's entitlement shall be determined by the appropriate New South Wales legislation.

In order to qualify for the continuance of accident pay on termination an employee will, if required, provide evidence to their employer of the continuing payment of weekly workers' compensation payments.

48.3.2 Accident pay will not apply in respect of any injury sustained during the first five normal working days of incapacity.

48.3.3 An employee on engagement may be required to declare all workers' compensation and/or accident claims made pursuant to the Acts as herein defined in the previous five years. In the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this award.

48.4 Maximum Period of Payment - The maximum period or aggregate of periods of accident pay to be made by an employer will be a total of 26 weeks for any one injury as defined in paragraph 48.2.2

48.5 Absences on Other Paid Leave - An employee will not be entitled to the payment of accident pay in respect of any period of paid annual leave or long service leave or for any paid public holiday in accordance with the appropriate award provisions.

48.6 Notice of Injury - An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay will give notice in writing of the injury to their employer and of its manner of happening as soon as practicable and will provide in writing all other information as the employer may reasonably require.

48.7 Furnishing of Evidence - An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the respective Workers Compensation Acts will furnish evidence to the employer from time to time as required by the employer of such payments. Compliance with this obligation will be a condition precedent to any entitlement under this clause.

Any employee who is receiving or who has received accident pay in respect of any injury will, if required by the employer or other person on the employer's behalf, authorise their employer to obtain any information required concerning such injury or compensation payable from the insurance company.

48.8 Medical Examination - Nothing in this clause will in any way be taken as restricting or removing the employer's rights under the respective Workers Compensation Acts to require the employee to submit themselves to examination by a legally qualified medical practitioner, provided and paid by the employer. If the employee refuses to submit themselves to such examination or in any way obstructs the same, the employee's right to receive or continue to receive accident pay will be suspended until such examination has taken place.

Where in accordance with the respective Workers Compensation Acts a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.

Where an employer is unable to provide work of the nature stipulated by the medical referee, an employee will take all reasonable steps to obtain such work with another employer and, in the event of the employee's failure to do so, payment of accident pay will cease.

48.9 Redemption or commutation of Weekly Payment - Where there is a redemption or commutation (as the case may be) of weekly compensation payments by the payment under the respective Act of a lump sum the employer's liability to pay accident pay will cease as from the date of such redemption or commutation.

- 48.10 Insurance Against Liability - Nothing in this clause will require an employer to insure against the employer's liability for accident pay nor will it affect the right of an employer to terminate the employment of the employee.
- 48.11 Variation in Compensation Rates - Any changes in compensation rates under the respective Acts will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.
- 48.12 Death of Employee - All rights to accident pay will cease on the death of an employee.
- 48.13 Safety Regulations - Without prejudice to the terms of this clause the Union will use its endeavours to have its members carry out all statutory and other regulations applicable to the employment of such members and to further carry out any orders relating to the preservation of safety given by or on behalf of any employer of its members.
- 48.14 Superannuation - An employer will pay superannuation contributions paid in accordance with clause 55, Superannuation, to an employee receiving accident pay in accordance with this clause.

49. Jury Service

An employee required to attend for jury service during their ordinary working hours will be reimbursed by the employer, until discharged from such service, an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of the award classification rate the employee would have received had the employee not been on jury service. An employee will notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will give their employer proof of their jury service, the duration of such service and the amount received in respect of such service.

Provided that where an employee is working on afternoon shift and is required to attend for jury service, and is empanelled or is required to remain until the afternoon session of Court, the employee will not be required to attend for work on the shift occurring on that day and will be entitled to reimbursement as indicated above.

50. Blood Donors

A weekly employee who is absent during ordinary working hours to attend a recognised clinic for the purpose of donating blood will not suffer any deduction of ordinary pay, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences each calendar year. Provided that such employee will arrange, as far as practicable, for their absence to be as close as possible to the beginning or the ending of their ordinary working hours.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, will first be furnished to the satisfaction of the employer. Further, the employee will notify their employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

51. Attendance at Hospital

An employee suffering an injury through an accident arising out of and in the course of the employee's employment (not being an injury in respect of which the employee is entitled to workers' compensation) necessitating the employee's attendance during working hours at a doctor or at hospital, will not suffer any deduction from their pay for the time (not exceeding four hours) so occupied on the day of the accident, and will be reimbursed by the employer all expenses reasonably incurred in connection with such attendance.

52. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

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

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

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

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

- (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

53. Introduction of Change

53.1 Employer's Duty to Notify -

53.1.1 Where an employer is planning to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, whether or not a definite decision has been made, the employer will notify the employees who may be affected by the proposed changes, the Consultative Committee and their union.

53.1.2 "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 the award makes provisions for alterations of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

53.2 Employer's Duty to Discuss Change -

53.2.1 The employer will discuss with the employees affected, the Consultative Committee and their union, inter alia, the introduction of the changes referred to in clause 53.1.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and will give prompt consideration to matters raised by the employees, the Consultative Committee and/or their union in relation to the changes.

53.2.2 The discussions with employees affected, the Consultative Committee and their union will commence as early as practicable after the activities referred to in subclause 53.1.1.

53.2.3 For the purposes of such discussion, the employer will provide in writing to the Consultative Committee, and to the employees concerned and 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; provided that any employer will not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

54. Redundancy

54.1 Consultation and Provision of Information -

54.1.1 Where an employer has made a definite decision that the employer 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 termination of employment, the employer will hold discussions with the employees directly affected and with their Union.

54.1.2 The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subclause 54.1.1 and will 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 terminations on the employees concerned.

54.1.3 For the purposes of the discussion the employer will, as soon as practicable, provide in writing to the employees concerned and their 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. Provided that any employer will not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

- 54.2 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in clause 54.1.1, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.
- 54.3 Severance Pay - In addition to the period of notice prescribed for ordinary termination in subclause 20.2, Terms of Engagement, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in paragraph 54.1.1 will be entitled to the following amount of severance pay in respect of a continuous period of service:

54.3.1 If an employee is under 45 years of age, the employer will 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

54.3.2 Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

Years of service	45 years of age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Week's 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, overaward payments, shift penalties and allowances paid in accordance with this award.

- 54.4 Employee Leaving During the Notice Period - An employee whose employment is terminated for reasons set out in paragraph 54.1.1, may terminate the employee's 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 employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.
- 54.5 Alternative Employment - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- 54.6 Time Off During Notice Period -
- 54.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 54.1.1, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 54.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be

required to produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- 54.7 Notice to Centrelink - Where a decision has been made to terminate employees in the circumstances outlined in paragraph 54.1.1, the employer will notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- 54.8 Superannuation Benefits - Award superannuation benefits payable upon termination will not be used in lieu of any severance payments made in accordance with this clause. Any non-award superannuation benefit payable upon termination will not be used in lieu of any severance payments made in accordance with this clause, other than by further order of the Industrial Relations Commission of New South Wales.
- 54.9 Transmission of Business -
- 54.9.1 Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:
- (i) the continuity of the employment of the employee will be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee.
- 54.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.
- 54.10 Employees with less than 12 Months Service - This clause will not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give the relevant 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.
- 54.11 Employees Exempted - 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.
- 54.12 Employers Exempted - Subject to an order of the Industrial Relations Commission of New South Wales, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.
- 54.13 Incapacity to Pay - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied, on the basis of the employer's incapacity to pay within eight weeks of the termination of the employee(s).

55. Superannuation

- 55.1 Preamble - Superannuation Legislation -

55.1.1 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 s.124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

55.1.2 Notwithstanding paragraph 55.1.1, the following provisions shall also apply:

55.2 Definitions -

55.2.1 "The Fund", for the purposes of this clause, will mean the:

- (i) Australian Retirement Fund established and governed by a Trust Deed on 11 July 1986, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) subject to the agreement of the Secretary of the Union and its members, an employer-sponsored fund established prior to 1 July 1987 which complies with the *Superannuation Industry (Supervision) Act 1993*, and as set out in paragraph 55.7.2.

55.2.2 "Ordinary-time Earnings" - For the purposes of this clause, all references to ordinary-time earnings will mean and include:

- (i) award skill level or classification rate;
- (ii) supplementary payment (where relevant);
- (iii) overaward payment;
- (iv) shift loading - including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty, not when worked as overtime;
- (v) payment by results earnings;
- (vi) all non-reimbursable allowances payable under the award.

55.2.3 "The Table", for the purposes of this clause, means the following table:

Financial Year	Percentage	
	Column A	Column B
1992-93 (1 July - 31 December)	4	3
1992-93 (1 January - 30 June)	5	3
1993-94	5	3
1994-95	5	4
1995-96	6	5
1996-97	6	6
1997-98	6	6
1998-99	7	7
1999-2000	7	7
2000-01	8	8
2001-02	8	8
2002-2013	9	9
2014-2015	9.25	9.25
2015 and subsequent years	9.5	9.5
2021 and subsequent years	10.0	10.0

- (i) Column A in the table above specifies the charge percentages where the employer's national payroll for the base year (the 1991-92 financial year) exceeded \$1,000,000.
- (ii) Column B in the table above specifies the charge percentage where the employer's national payroll for the base year (the 1991-92 financial year) did not exceed \$1,000,000.

- (iii) Subject to amendments to the charge percentages prescribed in the *Superannuation Guarantee (Administration) Act* 1992 (SGA Act), the above table is deemed to be changed to reflect amendments.

55.2.4 Red Circled Employee - For the purpose of this clause, a Red Circled Employee is an employee who was:

- (i) in the employ of an employer at 30 June 1995; and
- (ii) whose ordinary-time earnings were less than \$380.60 at 30 June 1995; and
- (iii) the employee's superannuation entitlements prior to 30 June 1995 were greater than the superannuation percentage requirements under the *Superannuation Guarantee (Administration) Act* 1992.

A Red Circled Employee's superannuation entitlements are detailed in subclause 55.5.

55.3 Employers to Become a Party to the Fund -

55.3.1 A respondent employer will make application to the fund to become a participating employer in the fund and will become a participating employer upon acceptance by the Trustee of the fund.

55.3.2 A respondent employer will provide each employee who is not a member of the fund with a membership application form upon commencement of this clause and thereafter upon commencement of employment.

55.3.3 Each employee will be required to complete the membership application and the employer shall forward the completed application to the fund by the end of the calendar month of commencement of this clause or commencement of employment.

55.4 Eligibility of Employees -

55.4.1 Each employee will be eligible to join the fund upon commencement of employment.

55.4.2 Each employee will be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in clause 55.3.3 was forwarded to the fund.

55.5 Employer Contributions on Behalf of Each Employee -

55.5.1 Notwithstanding the provisions of subclause 55.5.2, and the legislation referred to therein, a respondent employer must contribute to the fund in respect of each employee, irrespective of the age and/or earnings of the employee, such contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 and the *Superannuation Guarantee Charge Act* 1992. Failure to comply with this paragraph will constitute a distinct and separate breach of this paragraph.

55.5.2 Red Circled Employee - A Red Circled Employee must not be disadvantaged in the provision of their superannuation entitlements by employers transferring from the Stage 1 system to the Stage 2 system of calculation of superannuation obligations outlined below.

For the purpose of this clause, an employee will be deemed to be a Red Circled Employee if:

- (i)
 - (1) in the employ of an employer at 30 June 1995; and
 - (2) whose ordinary-time earnings were less than \$380.60 at 30 June 1995; and

- (3) the employee's superannuation entitlements prior to 30 June 1995 were greater than the superannuation percentage requirements under the Superannuation Guarantee (Administration) Act 1992.
- (ii) The system of calculating a Red Circled Employee's full superannuation entitlements must be the Stage 1 system outlined in subparagraph 55.5.2(iii)(1), until such time as the employee's full superannuation entitlements would be equal to or greater under the Stage 2 system of calculation outlined in subparagraph 55.5.2(iii)(2).
- (iii)
- (1) The Stage 1 system of calculating an employer's full superannuation obligations for an employee is by the provision of superannuation contributions as follows:
- | | |
|-----------------------------------|--|
| Full-time Adult | \$14.00 per week |
| Juniors and Apprentices | \$10.50 per week |
| Part-time and Casual: | |
| working up to 30 hours per week | \$10.50 per week |
| working 30 hours or more per week | \$13.50 per week; and |
| (A) | 1.32 per cent of ordinary-time earnings as defined in clause 55.2.2 if the employer's payroll was in excess of \$1,000,000 as at 1 July 1992; or |
| (B) | 0.32 per cent of ordinary-time earnings as defined in clause 55.2.2 if the employer's payroll was less than \$1,000,000 as at 1 July 1992. |
- (2) Subject to the provisions of subparagraph 55.5.2(ii), the Stage 2 method of calculating an employer's full superannuation obligations for an employee is by applying the relevant percentage as outlined in the table located in paragraph 55.2.3 to the employee's ordinary-time earnings.

Failure to comply with this subclause will constitute a distinct and separate breach of this subclause.

55.5.3 Such contribution will be made monthly by the last day of the month following, the total of the weekly contribution amounts accruing in the previous month in respect of each employee.

The amount of contributions to the fund will be calculated to the nearest ten cents, and any fraction below five cents will be disregarded.

55.5.4 The fund and the amount of contributions paid in accordance with this clause and subclause 55.6 will be included in pay advice notices provided by employers to each employee.

55.5.5 Contributions will continue to be paid in accordance with this subclause during any period in respect of which an employee is entitled to receive accident pay in accordance with clause 48, Accident Pay.

55.5.6 Unpaid Absences - Except as where specified in the rule of the fund, contributions by respondent employers in respect of unpaid absences will be proportional to the wage received by the employee concerned in a particular pay period. For the purpose of this clause, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

55.5.7 Cessation of Contributions - A respondent employer's obligation to make contributions on behalf of the employee ceases on the last day of employment with the employer.

55.6 Employee Contributions -

55.6.1 An employee may make contributions to the fund in addition to those made by the respondent employer under subclause 55.5.

55.6.2 An employee who wishes to make additional contributions must authorise the respondent employer in writing to pay into the fund, from the employee's wages, amounts specified by the employee in accordance with the fund's Trust Deed and Rules.

55.6.3 An employer who receives written authorisation from the employee must commence making payments into the fund on behalf of the employee within 14 days of receiving the authorisation.

55.6.4 An employer may vary the additional employee contributions by a written authorisation and the employer must alter the additional contributions within 14 days of receiving the authorisation. An employee may only vary the employee's additional contributions once each month.

55.6.5 Additional employee contributions to the fund, requested under this subclause, shall be expressed in whole dollars.

55.7 Exemptions -

55.7.1 An employer may make an application for exemption from subclause 55.6 of this clause in respect of contributions to the fund for employees who are not members of the Union.

Applications for exemption shall be determined in accordance with the Superannuation Test Case (Print L5100) and the December 1994 State Wage Case principles or any decision made in succession thereto.

55.7.2 It is recorded that the scheme specified in the first column hereunder is a scheme to which this paragraph applies and that the agreement of the Union and its members has effect on and after 1 July 1987.

(1)	(2)	(3)
Name of Scheme	Covered	Date of Effect of Union Agreement
Pacific Dunlop Superannuation Fund		1 July 1987

56. Enterprise Bargaining

56.1 The parties to this award are committed to co-operating positively to increase the efficiency, productivity and international competitiveness of the clothing industry to enhance the career opportunities, quality of working life and job security of workers in the industry.

56.2 An employer, employees and the Union may develop an enterprise bargaining agreement in accordance with the provisions of this clause and Schedule E or such other procedures that are agreed in writing between the employer and the Secretary of the Union. The agreement will, to the extent of any inconsistency, take precedence over any provisions of this award.

56.3 In each workplace in the clothing industry seeking to develop an enterprise bargaining agreement, an employer, employees and the Union shall establish a consultative committee in accordance with Schedule E or such other procedures that are agreed in writing between the employer and the Secretary of the Union.

56.4 The basis for the work of the consultative committee will be to consider matters raised by committee members which impact on employees and/or which contribute to the improved operation and efficiency of the enterprise as outlined in subclause 56.1.

56.5 The matters raised for inclusion in an enterprise bargaining agreement may, amongst other things, involve:

- spread of hours
- shift work
- job redesign and work organisation
- work related childcare
- vocational training
- English language training
- foundation education training
- arrangement of leave
- operation of payment by results systems
- work health and safety
- leave for special purposes
- parental leave
- job sharing

56.6 An enterprise bargaining agreement will not act to:

- 56.6.1 reduce the award rate in accordance with clause 6, Rates of Pay;
- 56.6.2 increase the ordinary hours of work in any roster system beyond an average of 38 hours per week;
- 56.6.3 reduce the quantum of meal money in accordance with clause 17, Meal Money;
- 56.6.4 reduce the number or duration of rest periods contained in clause 18, Rest Period;
- 56.6.5 reduce the quantum of period of notice in accordance with clause 20, Terms of Engagement;
- 56.6.6 reduce the quantum of annual leave and annual leave loading in accordance with clause 21, Annual Leave;
- 56.6.7 reduce the quantum of sick leave entitlement in accordance with clause 23, Sick Leave;
- 56.6.8 reduce the quantum of holidays in accordance with clause 28, Holidays;
- 56.6.9 affect the provisions of clauses 31, Contract Work, 32, Outworkers, and 33, Registration of Employers, for the purpose of clauses 31 and 32;
- 56.6.10 reduce the quantum of bereavement leave in accordance with clause 47, Bereavement Leave;
- 56.6.11 reduce the quantum of accident make up pay in accordance with clause 48, Accident Pay;
- 56.6.12 reduce the quantum of unpaid leave in accordance with clause 52, Parental Leave;
- 56.6.13 reduce the quantum of severance pay in accordance with clause 54, Redundancy;
- 56.6.14 reduce the quantum of superannuation contributions in accordance with clause 55, Superannuation.

57. Anti- Discrimination

57.1 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.

- 57.2 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.
- 57.3 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.
- 57.4 Nothing in this clause is to be taken to affect:
- 57.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 57.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 57.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 57.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 57.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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".

58. Area, Incidence and Duration

- 58.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Clothing Trades (State) Award published 20 December 2019 (385 I.G. 952), and all variations thereof.
- 58.2 The award published 20 December 2019 took effect from the beginning of the first pay period to commence on or after 13 March 2019. The award remains in force until varied or rescinded, the period for which it was made having already expired.
- 58.3 It will apply to employees referred to in clause 6, Rates of Pay, within the jurisdiction of the Clothing Trades (State) Industrial Committee.
- 58.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 November 2021.

59. Appendix A - Form of Indenture of Apprenticeship

This indenture, made the day of 20 between employer, apprentice, and their executors, administrators or assignees, witnesses that the said employer does hereby covenant with the said apprentice, and the said parent or guardian, that he or she, the said employer will:

- (a) Take and receive the said apprentice as his or her apprentice for the full term of years from the day of 20
- (b) To the best of his or her power, knowledge and ability to teach and instruct, or cause to be taught and instructed, the said apprentice in the art and craft of
- (c) Pay to the said apprentice (during such time as he or she shall observe and perform the term of this indenture) at least the wage set forth in this award.
- (d) Pay to the said apprentice such further rates for overtime worked as may be fixed by this award.
- (e) Within 14 days from the date hereof, place the said apprentice under the direction of a qualified person.
- (f) On completion of the term herein named, hand over to the said apprentice a copy of this indenture, with a certificate to the effect that the said term has been served. Provided that this shall be conditional on the said apprentice serving the said term and observing and fulfilling the covenants herein,

and the said apprentice and parent or guardian does covenant with the said employer that he or she, the said apprentice, during the said term will:

- (a) Faithfully and honestly serve the said employer as an apprentice in his or her trade or business aforesaid.
- (b) Willingly obey the lawful order and commands of the said employer or such of his or her representatives as he or she, the said apprentice, will be placed under the said business.
- (c) Not wilfully do or commit or wilfully suffer to be done or committed, any waste, damage or other injury to the property or goods of the employer or any firm or company of which he or she may be a member, or lend them to any person without the consent of the said employer.
- (d) Not unlawfully absent himself or herself from the services of the said employer during business hours.
- (e) Not by word or action induce other apprentices to disobedience, and it is hereby specially agreed by all parties to this indenture -
 - (i) That this indenture may be assigned, suspended or cancelled:
 - (1) by mutual consent of the parties after seven days notice by either party; or
 - (2) by the employer, subject to the approval of the Industrial Committee if, through lack of orders or through financial difficulties, he or she is unable either to find suitable employment for the apprentice or a transfer to another employer cannot be arranged; or
 - (3) by the Industrial Committee.
 - (ii) That the said apprentice will not be paid for any time he or she shall be absent from his or her duties through his or her own wilful default and neglect or through illness, except as prescribed in clause 23, Sick Leave, or through absenting himself or herself from his or her employer's service without leave or licence, but in all other circumstances the said apprentice will be paid his or her wage in full each week.
 - (iii) That the employer may (if authorised by the Industrial Committee) stand down the apprentice without pay at any time when no work is offering or may deduct payment for any time for which the apprentice cannot be usefully employed because of a strike by the Union or any other union, or because of any stoppage of work, or because of any failure or lack of power or any restrictions on the use of, or shortage of power, or for any cause for which the employer cannot reasonably be held responsible.

- (iv) That the said apprentice will not be entitled to a higher rate of pay until he or she has actually worked for a period of six months in the next preceding rate.
- (v) That, in computing the period of six months, all time worked as overtime will be allowed as a set-off against any absence during the said period.
- (vi) On the completion of the term of apprenticeship created by the indenture of apprenticeship the employer will forthwith endorse and sign the former apprentice's copy of the indenture with the notation that the apprenticeship was completed on the day of..... 20

And for the true performance of all and every of the said covenants and agreements each of the said parties binds himself or herself (as the case may be) to the others by these presents. Signed, sealed and delivered by the said

Witness:

Apprentice
Witness:

Parent or Guardian
Witness:

Employer

Assignment of the Within Indentures:

The within-named employer does hereby, with the consent of (parent), assign the within indenture and the services thereunder of the within-named

apprentice, unto

of forthe unexpired portion of the within-named terms ofand the said does hereby declare its acceptance of such apprentice, and acknowledge itself to be bound by the agreement, engagement, obligations and covenants on the part of the employer of such apprentice, to be done and performed as fully as if it had entered into the same as a party under that indenture.

In witness whereof the parties hereunto have set their hands and seals

this day of two thousand and

Signed, sealed and delivered by the said:

Witness:

Employer
Witness:

Parent
Witness:

Apprentice
Witness:

Assignee Employer

60. Appendix B - Form of Declaration - Amenities

60.1

60.1.1 The terms "reasonably convenient to the working area" as applied to dining rooms in clause 37.6, Amenities, and to rest rooms in subclause 37.7 will mean that, in any building where no passenger lift is available to the employees, the dining and/or rest room may be located on the same floor as the working area or on the floor immediately above or below the working area.

60.1.2 Where the dining room and/or rest room is more than one floor but less than three floors removed either above or below the working area in any building where no passenger lift is available to the employees, the location will be deemed to be reasonably convenient if it meets with the approval of the Union and a written declaration to this effect, signed by the employer concerned and by an authorised representative of the Union, in the form as hereinafter contained, is lodged with the Industrial Registrar or a Deputy Industrial Registrar. In the event of the employer being unable to obtain the approval of the union the matter may be referred to the Industrial Relations Commission of New South Wales, which will then determine whether or not the location is reasonably convenient. If the Commission determines that the location is reasonably convenient it will make a written declaration to this effect.

60.1.3 Where the dining room and/or rest room is three or more floors removed either above or below the working area in any building where no passenger lift is available to the employees, the location will be deemed not to be reasonably convenient.

60.2 Where a dining room is located so as to require employees to move in the open without shelter, or to require employees to traverse a considerable distance from the working area or part of the working area to the dining room, the Union or the employer concerned may apply to the Industrial Committee to determine whether or not the location of the dining room is reasonably convenient. If the Committee determines that the location is reasonably convenient, it will make a written declaration to this effect. Provided that if the Committee determines that the location is not reasonably convenient, the disability allowance as provided in clause 46, Disability Allowance, will only be payable as from the date of such decision of the Committee.

60.3 Where, pursuant to paragraph 37.7.1 Amenities, a common rest room with the approval of the Union is provided for the employees of two or more employers, such rest room will be deemed to be "reasonably convenient" to the working area and a written declaration to this effect signed by the employer concerned and a representative of the union in the form provided herein will be lodged with the Industrial Registrar or a Deputy Industrial Registrar.

60.4 Where the Union considers the passenger lift facilities, where provided, to be unsatisfactory the matter may be referred to the Industrial Relations Commission of New South Wales for determination.

60.5 Any declaration made pursuant to the above provisions will continue to apply until revoked by the parties, the Committee or the Industrial Relations Commission of New South Wales, in the event of a significant change in circumstances to those existing as at the date of the declaration.

FORM OF DECLARATION - CLOTHING TRADES AWARD - AMENITIES

This declaration made the day of 20 by The Textile Clothing and Footwear Union of New South Wales and employer(s) declares that the dining room(s) and/or rest room(s) at the premises of the above employer(s) situated at as at the date of this declaration will be deemed to be acceptable and "reasonably convenient" to the working area for the purpose of clause 37, Amenities, of the Clothing Trades (State) Award.

Signed:

For and on behalf of The Textile Clothing and Footwear Union of New South Wales.

For and on behalf of the employer.

61. Schedule A - Consultative Committees

(Subject to the provisions of the *Industrial Relations Act 1996*)

61.1 Composition -

61.1.1 A consultative committee will include:

at least 50% Union/employee representatives; and

at least one senior management representative.

61.1.2 Management, the Union and the employees will jointly determine the size of the committee. A committee shall consist of no fewer than four members and no more than ten.

61.1.3 The election/appointment of management representatives will be determined by management, and the election of Union/employee representatives will be determined by the Union. Where there is a Union delegate they must be a Union/employee representative.

61.1.4 In the determination of Union/employee representatives on the committee, consideration shall be given to:

the makeup of the workforce, in particular the proportion of women, people from a non-English speaking background and juniors;

the size of the workforce;

the number of distinct operations at the workplace;

shift arrangements;

the corporate structure;

other existing consultative mechanisms.

61.1.5 Where an enterprise is comprised of a number of sites or distinct workplaces, the number of committees to be established will be determined jointly by management and the Union, depending on the size and operation of the enterprise and its separate components. Should more than one committee be established, a peak committee will be established to ensure a co-ordinated approach.

61.1.6 The committee, once established, may invite persons to attend specific meetings.

61.1.7 An official of the Union will have a right to be present and participate in the deliberation of the committee.

61.2 Term of Office -

61.2.1 Members elected or appointed to the committee will hold office for a period of twelve months, and will be required to be re-elected or re-appointed each subsequent year. It is the responsibility of each committee member to attend meetings on a regular basis and to represent the views and opinions of those people they represent.

61.2.2 If a member of the committee ceases employment with the enterprise or resigns from the committee, a new election or appointment will be made in accordance with 61.2.1.

61.3 Terms of Reference - The following matters will form the basis for the work of the committees. Each committee will seek to reach agreement on the matters set out below and make recommendations to

senior management who will take into account the views and the deliberations of the committee prior to making its final decisions:

- 61.3.1 To implement the restructured award in the workplace.
- 61.3.2 To review the implications and/or impact on the enterprise of major external influences, including the Australian Government textile, clothing and footwear industries development plan.
- 61.3.3 To consider the introduction of new or revised work methods/work arrangements.
- 61.3.4 To give consideration to the impact of technological change and other significant changes in the organisation or workplace, with regard to:
 - number of employees, job specifications and current skill base; and
 - acquisition of new skills and additional training requirements.
- 61.3.5 To develop a framework for skills development and provisions of training within the workplace, including English language training and the provision of foundation education.
- 61.3.6 To assess proposed changes in product or product orientation for possible impact on work method/work arrangements, employment and skill requirements.
- 61.3.7 To give consideration to equal employment opportunity principles in the context of award restructuring in the workplace.
- 61.3.8 To consider the provision of work related child care and, in particular, the Australian Government work based child care program.
- 61.3.9 To consider other matters raised by consultative committee members which impact on employees or which contribute to the improved operation and efficiency of the enterprise.

61.4 Procedural Guidelines -

- 61.4.1 Chairperson - A chairperson will be elected by the committee from within the committee and will alternate each meeting between management and Union/employee representatives.
- 61.4.2 Secretary - A Secretary will be appointed for the purposes of recording minutes, preparation and distribution of agendas and other administrative duties. The administrative requirements of this position will be provided by the employer. The person appointed to this position will not be a member of the committee.
- 61.4.3 Agenda - All members of the committee will have a right and a responsibility to submit agenda items. The agenda, minutes and any relevant background documentation will be circulated one week prior to the meetings.
- 61.4.4 Preparation - Reasonable time in working hours will be provided to Union/employee representatives for the purpose of preparing for the meeting. Union/employee representatives and an official of the Union may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce prior to meetings of the committee.
- 61.4.5 Meetings - The committee will meet at least every two months, unless the committee determines that it shall meet on a more frequent basis.

The meetings of the committee will be held at a place and time convenient to management but will be held during normal working hours. Attendance at committee meetings will be treated as and paid for as time worked.

A reasonable time limit will be placed on the length of meetings. Enough time will be provided to adequately deal with the agenda items. Meetings will operate on a consensus basis.

61.4.6 Minutes - The Secretary of the committee will minute the proceedings of each meeting of the committee. The minutes will be circulated to each member of the committee within one week of the meeting, verified by committee members prior to the next meeting, and signed by the chairperson at the next meeting of the committee as a true and correct record of the proceedings of the committee.

61.4.7 Future Meetings - The date of the next meeting of the committee will be set at the close of the previous meeting.

61.4.8 Confidentiality - All members of the Consultative Committee and the Secretary of the committee will accept that, whilst the spirit of genuine consultation is to be paramount, at no time shall the committee have placed before it any matter, the confidentiality of which is in the company's best interests, or where confidentiality has been specifically agreed with a third party.

61.4.9 Management Response - Senior management must formally respond to the committee's recommendations. Normally this will take place prior to the next meeting of the committee.

61.5 Feedback -

61.5.1 The minutes of the meetings of the committee will be kept by the Secretary of the committee and will be available upon request to any employee or any other person approved by the committee. As a matter of course, minutes will be forwarded to the Secretary of the Union.

61.5.2 Minutes of the committee meeting will be posted on the noticeboards after ratification by the meeting.

61.5.3 Reasonable time in working hours will be provided to Union/employee representatives for the purpose of reporting back on items raised and agreements reached at the meeting. Union/employee representatives may, at a time convenient to the employer, during working hours, hold meetings with the workforce or part of the workforce following meetings of the committee.

A reasonable time limit will be placed on the length of meetings. Enough time will be provided to adequately deal with the agenda items. Meetings will operate on a consensus basis.

61.6 Training - All members of the committee will be entitled to training in meeting procedures and relevant related skills required to ensure that they are in a position to represent their constituents and play an active role in the operation of the committee. The nature, time and extent of training provided will be determined between management and the Union.

61.7 Evaluation - A review of these procedures will be conducted at the end of each twelve months' operation.

62. Schedule B - Request to the Union by the Outworker to Reduce the Number of Hours Worked Part-Time

Please complete in English

Outworker's Name:

Address:

Telephone:

Employer's Name:

Address:

Telephone

Registration Number:

I wish to reduce the number of hours I work on a part-time basis to a minimum of 15 hours per week over 12 months, starting on

Outworker's Signature

Date

Please send this form to the Secretary of The Textile Clothing and Footwear Union of New South Wales. A copy, signed by the Secretary of the Union, will be returned to the outworker.

Secretary's Signature

Date

63. Schedule C - Information to be Given to Outworkers

If you work at home or outside a factory making garments or parts of garments or sewing sheets, etc., you may be an outworker.

If you are an outworker, you are entitled to the same wages and conditions, in general, as workers in clothing factories.

The Clothing Trades (State) Award sets out legally enforceable rights and obligations. This applies to all outworkers, including employees, independent contractors, and holders of business name registrations.

According to this law, some of the entitlements outworkers must receive are set out below:

Hours of Work - An outworker may only be employed to work full-time, which is 38 hours a week, or part-time, which must be at least 15 hours per week. The hours must be agreed to in advance by the outworker and the employer. This means you are guaranteed payment for the agreed number of hours per week, even if you are not given any work, unless you are stood down in accordance with the award.

You cannot be required to work on Saturdays, Sundays or public holidays. You may agree to work on those days if asked to do so by your employer. You will have to be paid overtime rates if you do work on those days.

As a full-time or part-time worker, you can only be required to work seven hours and 36 minutes each day. If you are asked by your employer to work more than this number of hours, you must be paid overtime. This means that, even if you are paid by the piece, you cannot receive less than the hourly award rate of pay.

Overtime - If you agree to work more than seven hours and 36 minutes in a day, Monday to Friday, you must be paid one and a half times the normal hourly rate for each hour over the seven hours and 36 minutes. For every hour you agree to work on a Saturday, Sunday or public holiday, you must be paid double the normal hourly rate.

Wages - These are set by the Textile Clothing Footwear and Associated Industries Award 2020. Remember, the law says you must not be paid less than the hourly rate according to the award.

Annual Leave (Holidays) - You are entitled to annual leave. You should get 20 working days paid leave for every year you work full-time. You should be paid before you go on holidays, and this holiday pay should include an extra amount - a holiday leave loading - of 17.5 per cent of your pay. This amount of annual leave for part-time workers depends on the hours you work in a 12-month period. The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial will help

you to work this out. Payment for public holidays (such as Christmas or New Year's Day), which occur when you are on leave, should be added on to your holiday pay.

Public Holidays - If you normally work on a day on which a public holiday falls, you should receive a day's pay without working on that day. The public holidays that apply in New South Wales are New Year's Day (1 January), Australia Day (26 January), Good Friday, Easter Saturday, Easter Monday and Easter Tuesday in March or April, Labour Day, ANZAC Day (25 April), Queens Birthday in June, Christmas Day and Boxing Day (25 and 26 December).

Superannuation - By law, your employer has to make a superannuation contribution of ten percent to an approved fund, for you. Normally this would be the Australian Retirement Fund, which is approved by both union and employer organisations. The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial will help you to work this out.

Workers' Compensation - If you become ill or suffer injury as a result of the work you do you may be entitled to workers' compensation, which helps you pay for any treatment you might need to get better, and for time off work. The laws covering workers' compensation in New South Wales are the *Workers' Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998*. It is important that you contact The Textile Clothing and Footwear Union of New South Wales or Department of Industrial Relations or Australian Business Industrial for information and help to make a claim.

Materials - Your employer must provide all necessary materials, trimmings and sewing threads for the work you are doing.

Delivery and Pick Up - The employer must deliver and pick up the work free of charge to you.

Record of Work - Every time you receive work you should keep a record. This should show:

employer's name, address and telephone number;

the date you receive the work and the date the work was completed;

the number of hours and days it took to do the work;

the number of items, what the item is and how long it took to make each item;

the total amount of money paid for the completed work.

For further information on your rights and entitlements, please contact one of the following organisations:

The Textile, Clothing and Footwear Union of New South Wales
C/- CFMMEU - Manufacturing Division
Level 2, 165 Bouverie Street, Carlton, Victoria, 3053 (Tel) 1800 060 556 (Email) industrial@cfmeumd.org

Australian Business Industrial, 140 Arthur Street, North
Sydney NSW 2059. Tel. (02) 9548 7500.

Department of Industrial Relations, 1 Oxford Street, Darlinghurst NSW 2010. Tel. (02) 9243 8888.

64. Schedule D - Broadbanding Arrangements*

Former transitional wages classification system to facilitate the introduction of skill levels in 1994. Retained for historical reference only.

Group A - Order Tailoring for Males - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns) cut and made to chart measure or cut and made to an individual measure and garments that are fitted on shall be as follows:

		Wage band No
1	Cutter, marking in and/or cutting out	5
2	Trimmer, marking in and/or cutting out linings and trimmings	3B
3	Fitter up and/or shaper	3B
4	Head of table or bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 1 of Table 2 of Part B
5	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order Tailor	4
6	Coat maker engaged on three of any of the following operations:	3B
	(a) canvassing fore-parts by hand;	
	(b) basting-under, basting out facings by hand;	
	(c) inserting pads, basting on undercollars and basting in sleeves for try on;	
	(d) hand felling top collars;	
	(e) basting-in sleeves by hand and working sleeve heads.	
7	Employees employed making and/or altering by hand or by machine any part of a dress coat, tuxedo, frock coat, dinner jacket, or body coats of all descriptions	3B
8	Coat table hand or coat machinist	2B
9	Trouser hand or trouser machinist	2A
10	Vest table hand or vest machinist	2A
11	Embosser, embroiderer, cornelli worker	2B
12	Presser, pressing off and/or underpressing	3A
13	Examiner examining for faults in construction	3B
14	All others not herein classified	3B

Group B - Order Tailoring for Females - The weekly wage for every description of work done in connection with order tailoring for females, which includes the making and/or altering and/or repairing and/or work incidental thereto of tailored female outer garments cut and made to chart measure or cut and made to an individual measure and garments that are fitted on, shall be as follows:

15	Cutter marking in and/or cutting out	5
16	Trimmer marking in and/or cutting out linings or trimmings	3B
17	Fitter up and/or shaper	3B
18	Head of a table or a bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 1 of Table 2 of Part B
19	Tailor or tailoress employed making and/or altering coats by hand or by machine and who in the ordinary course of employment is performing similar work to that ordinarily performed by an order tailor	4
20	Coat maker engaged on three of any of the following operations:	3B
	(a) canvassing fore-parts by hand;	
	(b) basting-under, basting out facings by hand;	
	(c) inserting pads, basting on under collars and basting - in sleeves for try on;	
	(d) hand felling top collars;	
	(e) basting-in sleeves by hand and working sleeve heads.	
21	Coat table hand or coat machinist	2B
22	Skirt maker and/or machinist	2A
23	Outer leg wear maker and/or machinist	2A
24	Embosser, embroiderer, cornelli worker	2B
25	Presser pressing off and/or under-pressing	3A
26	Examiner examining for faults in construction	3B
27	All others not herein classified	1A

Group C - Ready Made Clothing for Males - The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal

business of such employer consists of the knitting of materials and the making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of all male outer garments of any description (including dressing gowns), excepting those specified in Groups A and I, shall be as follows -

28	Cutter laying up and/or marking in and/or using marker lay and/or cutting out	4
29	Die cutter in cutting room	4
30	Trimmer marking in and/or cutting out linings or trimmings	3B
31	Fitter up and/or shaper	3B
32	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
33	Tailor or tailoress	4
34	Alteration or repair hand (tailor or tailoress)	4
35	Alteration hand (other than tailor or tailoress) in retail establishment	3A
36	Coat table hand or coat machinist	2B
37	Trouser table hand or trouser machinist	2A
38	Vest table hand or vest machinist	2A
39	Presser pressing off and/or under pressing garments other than the garment which the employee is making	3A
40	Durable crease setters and/or sprayers	2B
41	Seam presser and/or seam opener by machine or by hand	2A
42	Canvas fuser and/or air operated fusing machine operator other than on a Hoffman type press	2A
43	Embosser, embroiderer, cornelli worker	2B
44	Proofer	2A
45	Examiners examining for faults in construction:	
	(a) tailor or tailoress	3B
	(b) Others	2B
46	Brusher and folder	2A
47	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
48	Operator, electronic welding machine	1B
49	Operator of press stud or riveting machine	1B
50	Transporter operator, i.e., employee operating console	2B
51	All others not herein classified	1A

Group D - Order Dressmaking - The weekly wage for every description of work done in connection with order dressmaking which includes the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all female outer garments of any description (including dressing gowns) cut and made to an individual measure and garments that are fitted on, other than such items of outer wearing apparel as are specified in Group B hereof, shall be as follows:

52	Cutter, marking in and/or cutting out	5
53	Head of a table or a bench of machines, in charge of four or more persons above appropriate machinist rate	As set in - Item 1 of Table 2 of Part B
54	Table hand or machinist	2B
55	Presser operating Hoffman type press or hand iron more than 3.63 kg (8lbs) in weight (not counterbalanced)	3A
56	Presser pressing off and/or under- pressing - other	2B
57	Pleater making patterns and pleating by hand or by machine	3B
58	Pleater, rolling in by hand or machine and/or inserting pleat into pattern	2A
59	Embosser, embroiderer, cornelli worker	2B
60	Fitter-on trying on to a customer unfinished or finished garments	3A
61	Hand sewers of buttons, hooks, eyes, press studs and the like	2A
62	All others not herein classified	1A

Group E - Ready Made Dressmaking and Ready Made Tailoring for Females - The provisions contained in this group shall not apply to the making of cardigans, pullovers and knitted swimsuits in establishments of employers wherein the principal business of such employer consists of the knitting of materials and the making of garments so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of ready made garments or outer wearing apparel for females, excepting those specified in Groups B, D and I, which shall include tea, dressing or house gowns, blouses, fronts, collars, collarettes, cuffs and children's garments (other than those included in Group F), shall be as follows:

63	Cutter, marking in and/or cutting out	4
64	Die cutter in cutting room	4
65	Trimmer marking in and cutting out linings and/or trimmings	3B
66	Fitter up and/or shaper	3B
67	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
68	Tailor or tailoress	4
69	Table hand, finisher or machinist including the making of fronts, collars, collarettes, cuffs or shoulder pads	2B
70	Embosser, embroiderer, cornelli worker	2B
71	Alteration hand (other than tailor or tailoress) in retail establishment	3A
72	Presser pressing off and/or under- pressing operating Hoffman type press or hand iron more than 3.63 kg (8 lbs.) in weight (not counterbalanced)	3A
73	Presser pressing off and/or under- pressing - other	2B
74	Fusing machine operator	2B
75	Seam presser and/or seam opener by machine or hand	2A
76	Durable crease setter and/or sprayer	2B
77	Pleater making patterns and pleating by hand or by machine	3B
78	Pleater, rolling in by hand or by machine and/or inserting pleat into Pattern	2A
79	Examiner, examining for faults in construction	2B
80	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
81	Operator, electronic welding machine	1B
82	Operator of press stud or riveting machine	1B
83	Transporter operator, i.e., employee operating console	2B
84	All others not herein classified	1A

Group F - Underclothing - The provisions contained in this group shall not apply to establishments of employers wherein the principal business of such employers consists of the knitting of goods and making of garments from goods so knitted. The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of underclothing for females which includes corsets, brassieres, nightgowns, pyjamas, pinafores and aprons for females and sunsuits, playsuits and similar garments for children not exceeding eight years of age shall be as follows:

85	Cutter marking in and/or cutting out	4
86	Die cutter in cutting room	4
87	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
88	Machinist	2A
89	Adornment worker	2A
90	Table hand and/or finisher	2A
91	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg. (8 lbs) in weight (not counterbalanced)	3A
92	Presser and/or ironer - other	2A
93	Transferrer	2A
94	Examiner examining for faults in construction	2A
95	Hand sewer of buttons, hooks, eyes, press studs and the like	2A
96	Transporter operator, i.e., employee operating console	2A

97	All others not herein classified	1A
----	----------------------------------	----

Group G - Whitework - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of all descriptions of whitework which shall include all descriptions of napery and/or sheets and/or pillow slips and/or pillow shams and/or diapers and/or handkerchiefs and/or towels and/or chenille bedspreads and/or mosquito nets and/or chenille bathmats, and when made in clothing and whitework factories, toys and/or lamp shades and/or cot covers and/or blankets and/or bedspreads, shall be as follows:

98	Cutter marking in and/or cutting out	4
99	Die cutter in cutting room	4
100	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
101	Machinist and/or table hand	2A
102	Transferrer and/or adornment worker	2A
103	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg (8 lbs) in weight (not counterbalanced)	3A
104	Presser and/or ironer - other	2A
105	Examiner	2A
106	Dyer and/or bleacher (chenille)	3A
107	Vat attendant (chenille)	2A
108	Divider of material	2A
109	All others not herein classified	1A

Group H - Collars, Shirts, Ties, Scarves and Pyjamas - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of collars, ties, scarves, cuffs, shirts, shirt fronts, pyjamas for males, singlets or underpants (except knitted goods) shall be as follows:

110	Cutter marking in and/or cutting out	4
111	Die cutter in cutting room	4
112	Head of a table or a bench of machines, in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
113	Machinist and/or table hand and/or adornment 2A Worker	2A
114	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63 kg (8 lbs) in weight (not counterbalanced)	3A
115	Presser and/or ironer - other	2A
116	Fuser	2A
117	Examiner examining for faults in construction	2A
118	Transporter operator, i.e. employee operating console	2A
119	All others not herein classified	1A

Group I - Industrial Clothing - The weekly wage for every description of work done in the making and/or work incidental thereto of industrial clothing for males and females which includes industrial uniforms, overalls (excluding what are known in the trade as shaped garments), boiler suits, dust coats and industrial shorts, made from materials other than woollen or worsted shall be as follows:

120	Cutter marking in and/or cutting out	4
121	Die cutter in cutting room	4
122	Head of a table or a bench of machines, in charge of four or more persons - above machinist rate	As set in Item 2 of Table 2 of Part B
123	Machinist and/or table hand	2A
124	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg. (8 lbs) in weight (not counterbalanced)	3A
125	Presser and/or ironer - other	2A
126	Examiner	2A

127	Operator, electronic welding machine level 1 engaged in the manufacture of other industrial safety equipment or exercising skill with no requirement to reset machine or mould regularly	1B
127 A	Operator electronic welding machine level 2 engaged in the manufacture of industrial safety clothing of whatever nature or constructing the whole of a garment or adapting setting of machine regularly to different tasks	2B
128	Operator of press stud or riveting machine	1B
129	Transport operator, i.e., employee operating console	2A
130	All others not herein classified	1A

Group J - Headwear - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or adorning and/or work incidental thereto of any kind of hats, caps, bonnets, helmets, berets or any other kinds of headwear (except such hats as are made under the provision of the Felt Hatting Award) shall be as follows:

131	Cutter other than milliner	4
132	Head of a table or a bench of machines in charge of four or more persons - above machinist rate	As set in Item 2 of Table 2 of Part B
133	Hand blocker	4
134	Machine blocker	3A
135	Helmet maker	2B
136	Cap maker	2B
137	Machinist and/or table hand	2A
138	Model milliner designing original models	3A
139	Milliner	2A
140	Presser and/or ironer operating Hoffman type press or hand iron more than 3.63kg (8 lbs) in weight (not counterbalanced)	3A
141	Presser and/or ironer - other	2A
142	Operator, electronic welding machine	1B
143	All others not herein classified	1A

Group K - Umbrella - The weekly wage for every description of work done in connection with the making and/or altering and/or repairing and/or work incidental thereto of any description of umbrellas, or parasols, or the like, shall be as follows -

144	Gore cutter, marking in and/or cutting out	3B
145	Machinist	2A
146	Examiner	2A
147	Hand ironer	2A
148	Frame maker	2A
149	Umbrella assembler, including rib assembling, band fixing, topping, clipping in, rolling, studding, pulling up and fitting handles, angle joints, runner, notches, bells and spikes	1B
150	All others not herein classified	1A

Group L - Fur Trade - The weekly wage for every description of work done in connection with the making and/or altering and/or remodelling and/or repairing and/or work incidental thereto of all types of garments or articles such as coats, jackets, capes, headwear, scarves, collars, cuffs, neckwear, muffs, rugs, mats and toys made in the establishment of a furrier from furred and/or haired and woollen skins shall be as follows:

151	Cutter marking in and/or cutting out	5
152	Head of a table or bench of machines in charge of four or more persons - above appropriate machinist rate	As set in Item 2 of Table 2 of Part B
153	Nailer	3A
154	Fur machinist	3A
155	Machinist (other than on fur machine) and/or table hand	2B
156	All others not herein classified	1A

Group M - Artificial Flowers and Brushed Silk Emblems - The weekly wage for every description of work done in connection with the making and/or work incidental thereto of all types of artificial flowers and brushed silk emblems shall be as follows:

157	Cutter and/or stamper	3A
158	Dyer	3A
159	Shaper of petals by hand, with aid of curling iron and/or bowler and assembling the petals so shaped	2B
160	Employee assembling and/or making and/or tying and/or pressing artificial flowers	2B
161	Tiers and/or cutters and/or brushers of emblems	2B
162	All others not herein classified	1A

TRANSLATION PROCEDURE

64.1 Step 1 - Getting Ready -

64.1.1 Arrange and conduct a meeting of the Translation Committee or Consultative Committee to:

- (1) Set date/s for Union/employee training and make the necessary arrangements.
- (2) Set date/s for joint training and make the necessary arrangements.

64.1.2 Conduct a survey of the language needs of the workforce.

64.1.3 Carry out an inspection of the factory/workplace to familiarise the committee with the different sections/work areas.

64.2 Step 2 - Training and Planning -

64.2.1 Undertake Union/employee training.

64.2.2 Undertake joint training.

64.2.3 Set date/s for information session/s to workforce and make the necessary arrangements.

64.2.4 Set date/s for transferring the workforce to the new skill levels.

64.2.5 Arrange for suitable interpreters to be available for information sessions and completion of the questionnaire (and checklist where used).

64.2.6 Agree on the order in which different sections of the factory/workplace will be translated and establish and prominently display a timetable for translation, including the date/s for information sessions to the workforce and for the completion of the questionnaire (and checklist where used). Translation should commence as soon as possible after the delivery of training, and must be completed within the transition period.

64.2.7 Agree on how the completion of the questionnaire (and checklist where used) will be managed, e.g., sections, by language groups.

64.2.8 Select appropriate space within the factory/workplace to carry out translation procedures.

64.2.9 Obtain all the materials necessary.

64.2.10 Provide information to the whole of the workforce on the translation to the new Skill Based Classification Structure. This may be provided verbally and/or in written form and/or by way of a poster. This may be delivered in sections or language groups or to the workforce as a whole.

- 64.2.11 Arrange for the committee to brief supervisors on the translation process and provide copy of written materials.
- 64.3 Step 3 - Preparing the Skills Questionnaire (and checklist where used) -
- 64.3.1 In preparation for the Skills Based Classification Structure, an enterprise may, in consultation with the committee, choose to list machine types and then classify the operations performed on them into:
- (1) basic
 - (2) intermediate
 - (3) complex
- 64.3.2 This information can be used to assist in determining skill levels by identifying technical skills. It cannot be used without the questionnaire.
- 64.3.3 The checklist must be agreed to as accurate by the committee before it can be used in the translation process.
- 64.3.4 Arrange for the questionnaire (and checklist where used) to be copied for each member of the workforce.
- 64.3.5 Number each questionnaire (and its accompanying checklist, where used) consecutively beginning with number 1.
- 64.3.6 Every page of the same questionnaire (and accompanying checklist, where used) should be given the same number so that if pages of a completed questionnaire (and checklist, where used) become detached, they can be identified.
- 64.4 Step 4 - Completing the Questionnaire (and checklist where used) -
- 64.4.1 Responses to the questionnaire (and checklist where used) should relate to recurring activities which an employee is competent in and is expected to carry out. Activities which are carried out infrequently or at unpredictable times should be included as long as they are recurring activities which an employee is competent in and is expected to carry out during a normal twelve-month production cycle.
- 64.4.2 Activities which an employee has been called on to carry out only from time to time, because of extraordinary production requirements, would not be included. In this case, where employees are called on to exercise high level skills, they would be paid in accordance with clause 19, Mixed Functions.
- 64.4.3 For example, an employee called on to carry out the activities of another employee because that employee is temporarily absent for a short period of time would not include these activities in their responses to the questionnaire (and checklist where used).
- 64.4.4 However, if it is part of an employee's specific duties to relieve in the case of absence of other employees, as is the case for utility machinists, then those activities should be included.
- 64.4.5 Periods of training are not to be regarded as part of an employee's usual work.
- 64.4.6 Arrange for the questionnaire (and checklist where used) to be completed by each worker, in manageable groups, during working hours in the manner agreed by the committee, e.g., in section/work area, language group.

- 64.4.7 At least one Union and one employer representative of the committee, with the help of interpreters if necessary, will act as facilitators for each group and the facilitators shall explain the questionnaire (and checklist where used) and how to fill it out.
- 64.4.8 They will answer questions about the questionnaire (and checklist where used) and ensure that all of the relevant questions have been answered. The role of facilitators is to clarify the meaning of questions to enable employees to make their own responses.
- 64.4.9 An employee may request a supervisor to complete the checklist (where used) on behalf of the employee.
- 64.4.10 Facilitators should pay particular attention to filling in the name of the worker, the job title and the wage band number on the skill allocation form.
- 64.4.11 Facilitators should answer any question about what happens next.
- 64.5 Step 5 - Allocating Skill Levels - The committee shall meet and perform the following procedures:
- 64.5.1 Ensure a committee secretary is present and has a skill level allocation form for each worker.
- 64.5.2 Ensure that each member has a copy of the completed questionnaire (and checklist where used) for each worker in the same order and a copy of the skill based classification structure.
- 64.5.3 The committee shall then call in supervisors to endorse the employee responses to the questionnaire (and checklist where used).
- 64.5.4 Where supervisors disagree with certain responses they shall give their reasons for such differences and these shall be discussed with the employee concerned, with the assistance of an interpreter if necessary. The committee may seek any other information in an attempt to determine whether the disputed responses are acceptable and may view the employee at the employee's work station. Where the committee cannot make a decision, the employee's responses must be accepted.
- 64.5.5 For each worker:
- (1) Determine the minimum skill level of the worker by comparing the employee's wage band with the minimum skill level table appearing below. For example, a worker in wage band 2B will have a minimum skill level of Skill Level 2.
- 64.5.6 Minimum Skill Level Table
- | Wage Band | Skill Level |
|------------|-------------|
| 1A | 1 |
| 1B | 1 |
| 2A | 2 |
| 2B | 2 |
| 3A | 3 |
| 3B | 3 |
| 4 | 4 |
| 5* | 5 |
| *Wage Band | |
- 64.5.7 Review the completed questionnaire (and checklist where used) for the worker.

- 64.5.8 Where a worker's questionnaire (and checklist where used) question/s are not answered clearly and members of a committee require clarification of an employee's response this should be sought from the employee and, if necessary, the employee's supervisor.
- 64.5.9 Compare the completed questionnaire (and checklist where used) with the skill level above the minimum skill level for the worker.
- 64.5.10 If the worker cannot be allocated to the skill level above the employee's minimum skill level then the employee remains on the employee's minimum skill level.
- 64.5.11 If the worker can be allocated to the skill level above the employee's minimum skill level then compare the completed questionnaire (and checklist where used) with the next skill level and so on until the worker can be allocated.
- 64.5.12 The skill level allocated is the highest level in which the employee satisfies all the necessary requirements.
- 64.5.13 The committee secretary should record the skill level and key reasons for the decision on the skill allocation form.
- 64.5.14 The questionnaires (and checklists where used) and the skill level allocation forms should be kept in a safe place and be available for any subsequent review processes.
- 64.6 Step 6 - Where consensus on the appropriate skill level is reached -
- 64.6.1 Notify management and the worker of the recommended skill level.
- 64.6.2 If both the management and worker accept the recommendation it becomes the confirmed skill level and shall remain so until at least the expiry of the transition period.
- 64.7 Step 7 - Where consensus on the appropriate skill level cannot be reached or where it is reached but the recommendation is not acceptable to management and/or the worker -
- 64.7.1 The committee will meet with management and the worker separately. It will then review its decision, taking into consideration the additional information it has obtained and attempt to reach a consensus, which will be notified to management and the workers.
- 64.7.2 If consensus still cannot be reached within the committee or its recommendation is still not acceptable to management and/or the worker, the matter shall be referred to senior management and a Union official who shall endeavour to reach agreement.

65. Schedule E - Procedure to be Adopted in Developing an Enterprise Bargaining Agreement

The procedures to be followed in developing an enterprise bargaining agreement are as follows:

- 65.1 Step One - The party raising a measure or measures for consideration shall place the matter on the agenda of a forthcoming meeting of the Consultative Committee.
- 65.2 Step Two - The party raising the measure or measures for consideration shall outline the proposal at a meeting of the Consultative Committee and the outline shall be recorded in the minutes of the meeting. The party receiving the proposal shall not be required to respond to the proposal at that meeting. At the same time a written outline of the proposal shall be forwarded to the Secretary of the Union.
- 65.3 Step Three - The Consultative Committee shall post the proposal on the noticeboards. They shall endeavour to express the proposal in a manner that enables the proposal to be understood by the workforce. In particular, where there are a number of non-English speaking workers the Consultative Committee shall consider having the proposal translated into the main languages spoken in the workplace so that all employees fully understand the proposal.

- 65.4 Step Four - The Union/employee Consultative Committee representatives shall be granted one day's leave with pay to attend a briefing session conducted by the union to equip them to negotiate each enterprise bargaining agreement with the employer. Where an employee has used the employee's full entitlement to Trade Union Training Leave in accordance with clause 22, Trade Union Training Leave, the one day's leave shall be in addition to the employee's entitlement.
- 65.5 Step Five - The Union/employee Consultative Committee representatives and the relevant official of the Union shall consult with the whole of the workforce or section of the workforce affected by the proposal. An employer shall grant the whole of the workforce reasonable time off with pay to attend a meeting conducted by the union/employee representatives and the relevant official of the Union for the purpose of consultation. In the case of a workplace where there are a number of non-English speaking workers the employer shall favourably consider a request from the Union/employee Consultative Committee representatives or the relevant official of the Union for the engagement of interpreter/s to assist in the meeting so that non-English speaking workers fully understand the proposal. In such cases, reasonable time to conduct the meeting will be longer than in the case where an interpreter/s is not used.
- 65.6 Step Six - The Consultative Committee shall then consider the proposal and the views of the workforce and attempt to reach an enterprise bargaining agreement. As necessary, the employee/Union Consultative Committee representatives will refer the draft to the workforce for comment.
- 65.7 Step Seven - If the Consultative Committee reaches agreement, it shall record the agreement in writing and forward it to the Secretary of the Union who shall arrange with the employer to jointly conduct a vote of the workforce affected.
- 65.8 Step Eight - In the case of a proposal which does not affect the provisions of the award, if a majority of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
- 65.8.1 In the case of a proposal which does affect the provisions of the award, if 75% of the workforce affected are in favour of the proposal, the proposal shall be forwarded as a recommendation to senior management.
- 65.9 Step Nine - If the recommendation is accepted then senior management shall refer the proposed agreement in writing to the Secretary of the Union for approval or otherwise. The union shall not unreasonably withhold agreement.
- 65.10 Step Ten - If the proposed agreement in writing is approved by the Secretary of the Union, then it shall be signed by senior management and the Secretary of the Union.
- 65.11 Step Eleven - The agreement shall then be submitted to the Industrial Relations Commission of New South Wales for approval.

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

Clause 6 - Rates of Pay

Skill Level	Award Rate from the beginning of the first pay period to commence on or after 16 December 2012 \$	Award Rate from the beginning of the first pay period to commence on or after 1 July 2013, and thereafter \$
Trainee	606.40*	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
1	624.00	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
2	648.00	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
3	670.20	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
4	706.10	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
5#	750.40**	As per the Textile, Clothing, Footwear and Associated Industries Award 2010, and as subsequently varied to the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission

* Calculation for minute pay rate for PBR purposes

** Note yet determined as to relativity

Not a skill level

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 16 December 2010.

Item No.	Clause No.	Brief Description	Amount from the beginning of the first pay period to commence on or after 16 Dec. 2012 \$	Amount from the beginning of the first pay period to commence on or after 1 July 2013, and thereafter \$
1	6.6.1	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist rate	19.06	As per row 1 of the table in clause 25.1 of the Textile, Clothing, Footwear and Associated Industries Award 2010 and as subsequently varied, row 1 of the table in clause 23.2(a) of the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
2	6.6.2	Head of table or bench of machines, in charge of four or more persons - above appropriate machinist	13.77	As per row 2 of the table in clause 25.1 of the Textile, Clothing, Footwear and Associated Industries Award 2010 and as subsequently varied, row 2 of the table in clause 23.2(a) of the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
3	17.1	Meal Money	11.26	As per clause 24.4 of the Textile, Clothing and Associated Industries Award 2010 and as subsequently varied, clause 22.3 of the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission

4	46.1	Disability allowances - Inadequate dining facilities	4.59	As per clause 25.2 of the Textile, Clothing, Footwear and Associated Industries Award 2010 and as subsequently varied, clause 23.2(b) of the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission
5	46.2	Disability Allowances - Inadequate rest facilities	4.59	As per clause 25.3 of the Textile, Clothing, Footwear and Associated Industries Award 2010 and as subsequently varied, clause 23.2(c) of the Textile, Clothing, Footwear and Associated Industries Award 2020 (MA000017) an award of the Fair Work Commission

Clothing Trades (State) Industrial Committee

Industries and Callings

All persons engaged in -

- (a) making and/or repairing and/or altering the whole or any part of any male or female garment or of any article of wearing apparel whatsoever, made from material of any description, including all articles of neckwear and excluding only boots, shoes, slippers, gloves and headwear, except as provided in (b);
- (b) making and/or trimming and/or blocking and/or repairing and/or altering and/or remodelling all articles of women's and girls' headwear, excepting male employees engaged in blocking by hand or machines;
- (c) making and/or repairing and/or altering any description of umbrella other than canvas umbrellas;
- (d) making and/or repairing and/or altering any description of handkerchiefs, serviettes, pillowslips, pillowshams, sheets, tablecloths, towels, quilts, aprons, mosquito nets, bed valances, or bed curtains;
- (e) embroidering or otherwise ornamenting any of the abovementioned articles, including the making and/or manufacturing of such ornamentations as are made of textiles, felts or similar fabrics;
- (f) in or in connection with the manufacture of artificial flowers;
- (g) making and/or altering and/or remodelling and/or repairing of all types of garments or articles, other than toys, made in the establishment of a furrier;
- (h) the making of chenille and the making and/or repairing and/or altering of articles of all descriptions as are made of chenille;

in the State of New South Wales, excluding the County of Yancowinna;

excepting employees employed in the making and/or repairing of furnishing drapery and/or quilts in a furniture or furnishing drapery factory or establishment, including retail store or warehouse;

and excepting employees within the jurisdiction of the Rubber Workers (State), the Plastic Moulding (State) and the Textile Workers (State) Industrial Committees.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

LOCAL GOVERNMENT (STATE) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 112795 of 2022)

Before Commissioner Sloan

28 April 2022

VARIATION

1. Delete paragraph (c) of subclause (iii) of clause 46, Area, Incidence and Duration, of the award published 19 November 2021 (390 I.G. 1211) and insert in lieu thereof the following:
 - (c) covered by the Nurses' (Local Government) Residential Aged Care Consolidated (State) Award 2021;
2. This variation takes effect on and from 28 April 2022.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE

VOLUME 390

INDEX

Key to Abbreviations Used:

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction..</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

Index

Awards and Determinations —

Crown Employees (Police Officers - 2021) Award	AIRC	1
Crown Employees (Skilled Trades) Award 2021	AIRC	95
Crown Employees Wages Staff (Rates of Pay) Award 2021	AIRC	135
Farm Assistants (Department of Education) Wages and Conditions Award 2020	AIRC	156
NSW Health Service Aboriginal Health Workers' (State) Award 2021	AIRC	169
Crown Employees (Office of Environment and Heritage and the Environment Protection Authority) General Award 2021	RIRC	172
Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award	RIRC	196
Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award	RIRC	212
Crown Employees (Psychologists) Award	RIRC	244
Crown Employees (Research Scientists) Award 2007	RIRC	258
Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2021	AIRC	264
Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2021	AIRC	291
Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2021	AIRC	312
Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2021	AIRC	323
Crown Employees (Security and General Services) Award 2021	AIRC	329
Crown Employees (Department of Industry) Local Coordinator Allowance Award	RIRC	352
Crown Employees (Department of Industry) Regulatory Officers Award	RIRC	356
Crown Employees (Department of Industry) Technical Staff Award	RIRC	367
Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award	RIRC	374
Crown Employees (Major and Community Events Reassignment) Award	RIRC	386
Crown Employees (NSW Department of Premier and Cabinet) State Library Security Staff Award	RIRC	396
Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award	RIRC	402
Nurses' (Local Government) Residential Aged Care Consolidated (State) Award 2021	AIRC	411
Public Hospital Career Medical Officers (State) Award 2021	AIRC	469
Public Hospital Medical Officers (State) Award 2021	AIRC	505
Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award	RIRC	540
Crown Employees (Rural Fire Service) Award	RIRC	559
Public Health System Nurses' and Midwives' (State) Award 2021	VIRC	575
Clerical and Administrative Employees (State) Award	VSW	576
Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	VSW	578
Local Government, Aged, Disability and Home Care (State) Award	VSW	581
Local Government (Electricians) (State) Award	VSW	586
Marine Charter Vessels (State) Award	VSW	589
Miscellaneous Workers Home Care Industry (State) Award	VSW	591
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VSW	593
Nurses' (Private Sector) Training Wage (State) Award	VSW	596

Nursing Homes, &c., Nurses' (State) Award	VSW	598
Security Industry (State) Award	VSW	602
Crown Employees (Department of Planning, Industry and Environment and the Environment Protection Authority) Environment Award 2021	CORR	613
Public Health System Nurses' and Midwives' (State) Award 2021	CORR	614
Broken Hill Health Employees' (State) Award	AIRC	616
Health Employees' Oral Health Therapists (State) Award 2021	AIRC	636
Health Industry Status of Employment (State) Award 2021	AIRC	642
Public Hospitals Dental Assistants (State) Award 2021	AIRC	647
Public Hospitals Library Staff (State) Award 2021	AIRC	651
Public Hospitals Medical Record Librarians (State) Award 2021	AIRC	656
Health Professional and Medical Salaries (State) Award 2021	AIRC	660
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2020	AR	682
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2020	VIRC	746
State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020	VIRC	772
State Transit Authority Bus Operations Enterprise (State) Award 2021	VIRC	778
State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2021	VIRC	781
State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2021	VIRC	784
Transport Industry (State) Award	VSW	785
Transport Industry - General Carriers Contract Determination 2017	VCD	790
Transport Industry - Courier and Taxi Truck Contract Determination	VCD	795
Crown Employees (NSW Police Force (Nurses')) Award 2021	AIRC	808
Health and Community Employees Psychologists (State) Award 2021	AIRC	819
Health Employees' Computer Staff (State) Award 2021	AIRC	828
Health Employees Dental Officers (State) Award 2021	AIRC	832
Health Employees Dental Prosthetists and Dental Technicians (State) Award 2021	AIRC	839
Health Employees' Engineers (State) Award 2021	AIRC	844
Health Employees' General Administrative Staff (State) Award 2021	AIRC	849
Health Employees' Interpreters' (State) Award 2021	AIRC	852
Health Employees' Medical Radiation Scientists (State) Award 2021	AIRC	856
Health Employees' Pharmacists (State) Award 2021	AIRC	876
Health Employees' Technical (State) Award 2021	AIRC	882
HealthShare NSW Patient Transport Officers' (State) Award 2021	AIRC	888
NSW Health Service Allied Health Assistants (State) Award 2021	AIRC	892
NSW Health Service Health Professionals (State) Award 2021	AIRC	898
Public Hospital Medical Physicists (State) Award 2021	AIRC	914
Public Hospital Professional Engineers' (Bio-Medical Engineers) (State) Award 2021	AIRC	920
Staff Specialists (State) Award 2021	AIRC	924
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2021	AIRC	966
Health Employees' (State) Award 2021	VIRC	975
Health, Fitness and Indoor Sports Centres (State) Award	VSW	976
Local Government (COVID-19) Splinter (Interim) Award 2022	AIRC	981
Public Hospitals (Medical Superintendents) Award 2021	AIRC	994
Venues NSW Award 2022	AIRC	1019
Crown Employees (Department of Customer Service - SafeWork NSW Inspectors 2007) Reviewed Award	RIRC	1063
Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award	RIRC	1076
Crown Employees (Lord Howe Island Board Salaries and Conditions 2021) Award	RIRC	1087

Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award	RIRC	1102
Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009	RIRC	1107
Metromix Pty Limited Maxi Concrete Cartage Contract Determination	VCD	1193
Health Employees' (State) Award 2021	VIRC	1195
WIN Sports and Entertainment Centres Australian Workers' Union (State) Award 2022	AIRC	1198
Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016	RIRC	1222
Crown Employees (NSW Police Force Communications Officers) Award	RIRC	1236
Crown Employees (Department of Regional NSW) Food Safety Officers Award	RIRC	1246
Crown Employees (NSW Department of Premier and Cabinet) Exhibition Project Managers and Project Officers) Australian Museum Award	RIRC	1254
Crown Employees (Parliament House Conditions of Employment) Award 2015	RIRC	1268
Crown Employees Sound Reporters Award	RIRC	1335
Clothing Trades (State) Award	RIRC	1343
Local Government (State) Award 2020	VIRC	1434

Obsolete Awards —

Crown Employees (Botanic Gardens and Centennial Parklands Building and Mechanical Services Employees) Award 2016	ROIRC	604
Crown Employees (Department of Industry) Land Information Officers Award	ROIRC	605
Crown Employees (Safe Staffing Levels Department of Justice - Corrective Services NSW) Award/	ROIRC	606
Nurses (Private Sector) Redundancy (State) Award	ROIRC	607
Nurses (Private Sector) Superannuation (State) Award	ROIRC	608
Nurses' (Private Sector) Training Wage (State) Award	ROIRC	609
Nursing Homes, &c., Nurses' (State) Award	ROIRC	610
Restaurants, &c., Employees (State) Award	ROIRC	611
Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2018	ROIRC	612
Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination	ROIRC	807
Marine Charter Vessels (State) Award	ROIRC	808
Shop Employees (State) Award	ROIRC	980

Enterprise Agreements Approved by the Industrial Relations Commission	263
	410
	1196
	1197